

Agreement between

CITY OF GALESBURG  
Illinois, USA

and



**I.A.F.F. Local No. 555  
Galesburg Firefighters' Association**

2018—2020



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Agreement  
Between  
City of Galesburg  
And  
I.A.F.F. Local No. 555  
Galesburg Firefighters' Association

January 1, 2018 through December 31, 2020



# AGREEMENT

This Agreement, entered into this first day of January, 2018, by and between the City of Galesburg, Illinois (the “City”) and LOCAL 555, GALESBURG FIREFIGHTERS ASSOCIATION (the “Union”):

## PREAMBLE

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with certain of its full-time employees insofar as such practices and procedures do not interfere with the City’s right and obligation to operate effectively in order to best serve the City and its residents, and to make clear all basic terms upon which such relationship depends; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and all other conditions of employment; and to provide the procedure for the prompt and peaceful settlement of grievances respecting the terms of this agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

## ARTICLE I: RECOGNITION

### SECTION 1.1 UNION RECOGNIZED.

The City voluntarily recognizes Local 555 of the I.A.F.F. as the bargaining agent for the purpose of establishing the wages, hours, and terms and conditions of employment, for all non-exempt, full-time, permanent employees (those employees scheduled to work more than 32 hours per week) who are in the classification of Firefighter and Fire Captain, but excluding supervisory, confidential, or exempt employees and all elected officials or officers of the City.

### SECTION 1.2 CLASSIFICATION NOT GUARANTEED.

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication, nor a guarantee that these classifications or titles will continue to be utilized by the City, except as governed by applicable Illinois State Statute.

### SECTION 1.3 NEGOTIATIONS.

Each party shall be permitted to have six (6) individuals sit on the negotiating committee including a labor attorney, if any. Not more than two (2) members of the Union’s negotiating team shall be released from duty with pay at any one time.

### SECTION 1.4 NEW CLASSIFICATIONS.

The City shall notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the agreement and the job duties are not significantly altered or changed, the new classification shall become a part of this agreement. If the job duties of the new classification are significantly altered or changed, and the Union

notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to negotiate concerning inclusion of the proposed classification in this Agreement.

#### SECTION 1.5 INTEGRITY OF BARGAINING UNIT.

Unless there is an extreme emergency, as defined by the Illinois Compiled Statutes, the City will not assign firefighting, fire prevention or EMS work normally performed by employees in the bargaining unit to any other employees. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question.

### ARTICLE II: UNION RIGHTS

#### SECTION 2.1 DUES DEDUCTIONS.

While this Agreement is in effect, the City will deduct bi-weekly the regular union dues and/or assessments for each employee in the bargaining unit for whom there is on file with the City a voluntary effective check-off authorization in the form set forth in Appendix A to this Agreement. The amounts so deducted shall be forwarded each pay period to the appropriate Officer of the Union. The Union may change the fixed uniform dollar amount which shall be considered the regular union dues once each year during the life of this Agreement. Assessments may only be deducted once each year during the life of this Agreement. The Union will give the City thirty (30) days notice in writing of any such change in the amount of uniform Union dues to be deducted or of any assessments to be deducted.

#### SECTION 2.2 UNION INDEMNIFICATION.

The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in properly complying with the provisions of this Article. The Union agrees to refund to the City any amount paid to the Union in error on account of this dues and assessment deduction provision within ten (10) days.

#### SECTION 2.3 UNION ACCESS.

One Union representative may have access to the premises of the City in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide notice to the appropriate City representative and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees if such visit does not disturb the work of any employee who may otherwise be working.

#### SECTION 2.4 CITY BULLETIN BOARDS.

The City will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature, subject to the reasonable approval of the Human Resource Manager. The City shall also make available reasonable space in a non-public area of the work site for the Union to mount its own bulletin board.

#### SECTION 2.5 FAIR SHARE DEDUCTION.

Employees are not required to join the Union as a condition of employment. In the event that a non-probationary bargaining unit employee does not join the Union, or elects to withdraw from membership during the term of this Agreement, a "fair-share" deduction shall be made from his paycheck by the Employer. This fair share amount to be deducted shall be certified by the Union to the Employer, and shall represent a pro rata share of the costs of collective bargaining, contract

administration and grievance adjustments during the life of this Agreement. This amount shall not include any monies spent in the form of political contributions and shall in no event exceed 85 percent of the normal Union dues. Employees who object to such deductions on the basis of bona fide religious beliefs or teachings of a church or religious body of which that employee is a member shall be afforded the opportunity to designate that such amounts deducted shall be paid to a non-religious charity mutually agreed by the employee and the Union.

This fair share deduction shall only be made from the paycheck of any bargaining unit employee during those periods of time throughout the term of this Agreement that the Union maintains membership of at least seventy-five percent (75%) of the non-probationary bargaining unit members eligible to join. In the event that the dues paying membership of the Union is less than (75%) of the non-probationary bargaining unit members eligible for membership, no such deductions shall be made unless and until the seventy-five percent (75%) requirement is met.

The amount withheld shall be remitted to the Union within seven (7) days of its being deducted from the employee's paycheck. The amount deducted shall remain the same until the Employer receives written notice from the Union that a different fair share amount should be deducted.

The Union agrees to notify all employees in the bargaining unit of the existence of the fair share provisions of this Agreement. Such notice shall consist of a posting on the Union bulletin boards at all fire stations, setting forth the following information:

1. Copies of the specific provisions of this Agreement relating to fair share deductions;
2. A statement of the duration of the Agreement;
3. A statement of the amount of fair share deductions to be made (such notice shall be regularly updated in the event of any change in the amount);
4. The name and address and telephone number of the Union official responsible for administering the fair share deduction program; and
5. An explanation of how objections to the Fair Share amount may be filed with the Illinois State Labor Relations Board, including the Board's address and phone number.

In the event that an employee objects to the fair share deduction made from his paycheck, he shall be afforded the opportunity to complain to the Union and the Employer. Such complaint shall be delivered to the Union and the Employer and shall state the nature of the objection and the reasons the employee believes the fair share deduction to be improper. Such complaints shall be limited to deductions made within the calendar year the complaint is filed. Once such a complaint has been received by the Employer or the Union, each party warrants to immediately notify the other of the existence of the objection and provide a photocopy thereof at the earliest possible date. The Employer shall continue to deduct the certified fair share amount from the paycheck of an objecting employee, but shall not remit any such sums to the Union for any period after the date of the filing of the complaint. All sums deducted thereafter shall be placed in an escrow account, independently managed and held pending the resolution of the complaint.

Objections to the fair share deductions unresolved between the Union and objecting employee(s) may be adjudicated by the Illinois Labor Relations Board through its procedures established under the Illinois Public Labor Relations Act and the Rules and Regulations of the Board. Employees whose objections are sustained shall have the appropriate amount of disputed deductions returned to them from the escrow account, together with a pro-rata share of the interest earned. Those fair share deductions found to have been appropriate shall be given to the Union at the conclusion of the objective procedure, together with a pro rata share of the interest earned.

The Union agrees to fully cooperate in the investigation of any such complaint, including providing the Employer and the objecting party with certified copies of the relevant records of the Union concerning fair share deductions. Such materials shall be likewise provided to the neutral party charged with resolving the dispute. Objecting employees and the Union shall be afforded notice and the opportunity to be heard at any hearing concerning such complaints. Each party may be represented by counsel of their choosing or elect to proceed without counsel.

The Union agrees to indemnify the Employer from all proper actions taken by the Employer in making such fair share deductions. The Union shall hold the City harmless against any and all costs and damages resulting from the Employer's proper implementation and administration of the Fair Share Agreement. The City shall withhold the fair share deductions so long as the Union complies with this section.

## ARTICLE III: MANAGEMENT RIGHTS

### SECTION 3.1 MANAGEMENT RIGHTS.

Except as specifically limited by the provisions of this Agreement, the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all right and authority exercised by the City prior to the execution of the Agreement, to include, but not limited to: the right to determine its mission, policies, and to set forth all standards of service offered to the public; to plan, direct, control and to determine the operations or services to be conducted by employees of the City; to determine the methods, means, and number of personnel needed to carry out the department's mission; to direct the working forces; to hire and assign or to transfer employees within the department for other related functions; to promote, suspend, discipline, or discharge, as per applicable Illinois State Statute or pursuant to the exercise of the City's Home Rule authority; to layoff or relieve employees due to lack of work or funds, to make publish and enforce rules and regulations; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to schedule and assign work; to establish work and productivity standards; to assign overtime; and, to take any and all actions as may be necessary to carry out the mission of the City and its departments in situations of civil emergency as may be declared by the City Manager or acting City Manager, according to Illinois Compiled Statutes, provided that no right enumerated in this Agreement shall be exercised or enforced in a manner contrary to or inconsistent with the provision of this Agreement, as directed by the City Manager.

### SECTION 3.2 DETERMINATION OF AUTHORITY.

The Mayor and the City Council of the City have the sole authority to determine the purpose of the mission of the City and the amount of budget to be adopted.

Should an emergency be declared according to the terms hereof, the Mayor or the City Manager shall advise the local President of the Union or the next highest Officer of the Union of the nature of the emergency.

### SECTION 3.3 AUTHORITY FOR APPOINTMENTS.

Authority to make appointments to all positions in the City service, except those of City Clerk, Deputy City Clerk, City Treasurer, Deputy City Treasurer, and uniformed personnel (except the Chief of the Fire Department and the Chief of the Police Department), is vested in the City Manager, or his designee, as per applicable Illinois State Statute or the exercise of the City's Home Rule powers.

Before being given an original appointment as a Firefighter, each employee shall undergo a thorough examination by a physician designated by the City, and no one shall be so employed unless the examining physician certifies that he or she is physically able to perform the duties required by his or her position.

## ARTICLE IV: NON-DISCRIMINATION

### SECTION 4.1 EMPLOYMENT POLICY.

Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable federal or state laws because of race, creed, color, national origin, disability, age, sex, veteran's status, genetic information, or sexual orientation.

### SECTION 4.2 AGE REQUIREMENT.

All employees shall be retired upon attaining age seventy (70) but may continue employment to December 31 following the end of the fiscal year after the employee's seventieth birthday.

### SECTION 4.3 EMPLOYEE DISCRIMINATION.

Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become, or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

### SECTION 4.4 RESPONSIBILITY OF UNION.

The parties acknowledge that the Union, as the exclusive representative of the members of the bargaining unit in accordance with Section 6(d) of the Illinois Public Labor Relations Act, has the following responsibilities and authority as to administering grievances filed pursuant to Article V (Grievance Procedure) of this Agreement:

*Labor organizations recognized by a public employer as the exclusive representative or so designated in accordance with the provisions of this Act are responsible for representing the interests of all public employees in the unit. Nothing herein shall be construed to limit an exclusive representative's right to exercise its discretion to refuse to process grievances of employees that are unmeritorious.*

### SECTION 4.5 GENDER.

Wherever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

## ARTICLE V: GRIEVANCE PROCEDURE

### SECTION 5.1 DEFINITION.

A grievance shall be defined as a dispute arising between the parties concerning a violation or alleged violation of this Agreement.

### SECTION 5.2 TIME LIMIT AND INFORMAL MEETING.

An employee who has a proposed grievance must request an informal meeting within ten (10) City business days of the date the employee knew, or should have known, of its occurrence. The

notice shall be hand delivered to the employee's immediate supervisor and his union. The Fire Chief, or his designee, shall provide an informal meeting for the employee to meet and discuss the proposed grievance. The City shall notify the Union of this informal meeting. The employee's union representative shall attend. If the matter is not resolved to the satisfaction of the employee, the employee shall have ten (10) business days to file a grievance after the City gives the employee a written response.

### SECTION 5.3 PROCEDURE.

Step 1. An employee and his union representative having a grievance must meet with his immediate supervisor for a simple direct decision, if possible. If "Step 1" does not resolve the grievance, the immediate supervisor will issue his written answer to the grievance within seven (7) City business days. Nothing in this agreement prohibits the Union from filing a grievance on a member's behalf.

Step 2. If the grievant desires to further process the grievance, it shall be referred in writing to the Fire Chief, or his designee, within seven (7) City business days of receipt of the "Step 1" response. The Fire Chief, or his designee, shall meet with the grievant and his union representative within seven (7) City business days of receipt of the referral. The Fire Chief, or his designee, shall issue his written answer to the grievance within ten (10) City business days of receipt of the grievance referral.

Step 3. If the grievant desires to further process the grievance, the grievance may be referred in writing to the City Manager, or his designee, within seven (7) City business days of the receipt of the "Step 2" response. The City Manager, or his designee, shall meet with the grievant and/or his representatives within seven (7) City business days of receipt of the referral. The City Manager, or his designee, shall issue a written answer to the grievance within ten (10) City business days of receipt of the grievance referral. If the Fire Chief, or the City Manager, appoints a designee under this Section, the designee shall not be the same supervisor who issued the prior written answer at the previous step, provided, however, that the informal meeting provided for in Section 5.2 does not prohibit any supervisor from participating in the later grievance procedure steps.

### SECTION 5.4 ARBITRATION.

Step 4A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) business days after the receipt of the Step 3 response. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt by the Employer of the notice of referral. In the event that the parties are unable to agree upon an arbitrator within five (5) days, they shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and who are residents of Illinois, Indiana, Iowa, Wisconsin, Missouri, or Michigan.

Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The parties shall alternately strike a name from the list until there is one name remaining. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place, subject to the reasonable availability of the Employer and the Union representative. All arbitration hearings shall be held in the City of Galesburg, Illinois, unless the parties mutually agree otherwise.

Step 4B. Arbitrator's Authority: The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the

specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws or rules having the force or effect of law. The arbitrator shall submit his written decision within thirty (30) days of the close of the hearing or the submission of briefs by the parties; whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning and/or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Step 4C. Arbitrator's Decision: The decision of the arbitrator may be enforced, at the insistence of either party or of the arbitrator, in the Circuit Court for Knox County, Illinois. The commencement of a new fiscal year after the initiation of arbitration procedures under this Agreement, but before the arbitrator's decision, or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or the authority of the arbitrator of the Circuit Court or the decision of either. At any time the parties may, by mutual written agreement, amend or modify an arbitrator's decision. The arbitrator's decision shall be reviewable by the Circuit Court only for the reasons the arbitrator exceeded his authority or that the order was procured by fraud, corruption or other similar or unlawful means as set forth in the Illinois Uniform Arbitration Act, 710 ILCS 5/1, et seq. The pendency of such proceedings for review shall not automatically stay the order of the arbitrator.

Step 4D. Failure to Process in a Timely Manner: If a grievance is not appealed to the next step within the time limits set forth or during a mutually agreed written extension, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. The time limits set forth throughout the procedure shall be in effect except as to those grievances involving the Department's action in the case of a disciplinary suspension, discharge, or layoff from work, when the grievance shall be filed by the end of the employee's next duty day after the employee or the Union knew of the action. Time limits for the processing of any grievance may be extended at any time by the written mutual agreement of the parties.

Step 4E. Arbitration Costs: The fee and expenses for the arbitrator's services shall be borne equally by the Employer and by the Union. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne equally by the parties.

Step 4F. Compensation: One Union representative shall be allowed time off from duty with pay to investigate and process grievances. Such time shall not exceed one hour per step except in the case of extenuating circumstances.

## ARTICLE VI: NO STRIKE AND NO LOCKOUT

### SECTION 6.1 NO STRIKE.

The Union and the employees covered by this Agreement recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted, or discontinued, and that to do so would endanger the health, safety and welfare of the inhabitants of the City. Therefore, during the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slow down, work stoppage, strike, or any other interference with the work or statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents

for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

#### SECTION 6.2 UNION RESPONSIBILITY.

In the event of a violation of Section 6.1 of this article, the Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 6.1 to return to work.

#### SECTION 6.3 PENALTY.

The Employer may move to discharge or discipline any employee who violates Section 6.1. The Union will not resort to the grievance procedure on such employee's behalf to contest any disciplinary action the City may impose, but may grieve the issue of whether Section 6.1 was violated. The Union agrees that the City has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some, or all of the employees participating therein, depending on the individual facts of each alleged violation.

#### SECTION 6.4 MANAGEMENT RESPONSIBILITY.

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

### ARTICLE VII: HOURS OF WORK AND OVERTIME

#### SECTION 7.1 NO GUARANTEE.

This article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.

#### SECTION 7.2 NORMAL WORK WEEK/WORK DAY.

The normal day for employees covered by this Agreement shall consist of twenty-four (24) consecutive hours on-duty followed by forty-eight (48) consecutive hours off-duty and such additional time as may, from time to time, be required in the judgment of the City, according to the remaining provisions thereof.

The annual average weekly hours of work shall normally not exceed 53 hours per week. Such average annual hours of work shall be accomplished by scheduling a Kelly Day (one 24-hour shift off) every 18th on-duty shift, or an average of 6.75 Kelly Days per year. Kelly Day rotations initially were based on seniority by shift. New employees will be inserted into vacant slots created when members retire or are no longer a part of the bargaining unit because of promotion. Kelly Days are fully tradable in accordance with Section 7.9 of this Agreement.

Kelly Days shall be scheduled by the Fire Chief or his designee in such a way as to eliminate FLSA overtime (overtime paid solely as a function of the regular work schedule). This shall be accomplished by assigning each firefighter, by seniority by shift to an individual 27-day FLSA work cycle to begin halfway through the duty day of the first day of the cycle. As a result, each Kelly Day will consist of the last 12 hours of the first of two consecutive FLSA work cycles and the first 12 hours of the second such cycle, reducing each firefighter's regular hours worked to no more than 204 hours in each 27-day work cycle during the course of the work year.



The workweek for forty (40) hour personnel shall be forty (40) hours per week with no more than five (5) workdays in a seven (7) day period.

### SECTION 7.3 OVERTIME.

Overtime at 1.56 times the employee's regular rate of pay (annual salary divided by 2756 hours per year for shift employees or divided by 2080 hours for 40-hour employees) will be paid for all authorized time worked, as verified by the employee's supervisor, in excess of twenty-four (24) hours in a work day for shift employees, or in excess of eight (8) hours per work day for forty (40) hour employees, when such time is required to be worked by the City.

### SECTION 7.4 CALL-BACK PAY.

Any employee who is called back on his vacation or regular day off or time off, including holidays and Kelly Days, will receive a minimum of two (2) hours pay of overtime pay.

Recalled personnel shall not be released from duty until they have served the minimum two (2) hours unless there is no longer a need for the additional manpower (as determined by Command or the Staging Area Manager) and the recalled employee requests to be released from duty prior to having served the minimum time. For these situations that are less than two (2) hours, the employee shall only be paid for the time served on recall.

### SECTION 7.5A REQUIRED OVERTIME.

The City shall have the right to require overtime. The City shall have the right to require overtime work as per the current Department practice.

### SECTION 7.5B CALL-BACK AND ROTATION OF OVERTIME FOR SHIFT MANPOWER.

Overtime shall be distributed among eligible employees in an equitable manner on the principle that within the limitations provided herein the last person to work or refuse overtime would be the last person to whom overtime would be offered.

Duty Officers shall establish and maintain shift overtime rosters for all eligible employees.

1. Overtime for shift manpower shall be offered first to the preceding shift.
2. Employees on unpaid leave of absence, on sick leave the duty day prior, and on workman's compensation, or working a prior approved time trade, shall not be called for overtime and shall not lose their place on the overtime roster.
3. Employees on paid vacation or approved CTO shall be called and may refuse overtime, not losing their place on the overtime roster.
4. If an employee cannot be contacted through reasonable diligence, that employee shall be passed over and overtime offered to the next employee on the roster.
5. An employee who could not be contacted or refused the overtime while on paid vacation or approved CTO will remain at the top of the list and will be the first to be contacted when overtime is offered again, regardless of the hours previously worked by someone farther down the list (this applies to one working less than 12 hours).
6. If, after calling through the entire overtime roster, not enough employees have agreed to work the overtime assignment, the duty officer shall call through the overtime roster of the preceding shift in its current order.
7. When twenty-four (24) consecutive hours of overtime are required to be worked on a shift, such overtime shall be split so as to provide two (2) blocks of overtime of twelve hours each.
8. Employees who accept and work twelve (12) or more hours of overtime shall not be given an opportunity for additional shift manpower overtime until all other employees on the

overtime roster have worked twelve (12) or more hours of overtime, refused overtime, or have been unable to be contacted for overtime.

9. Overtime rosters for each shift shall indicate the updated status of the overtime rotation and shall be posted in the fire department duty office for the benefit of those on the list and for the duty officer's use in the event the situation described in Item #5 occurs.

10. An employee called back out of rotation due to special circumstances including but not limited to emergency callback situations (fires, mutual-aid requests, civil emergencies, unpredictable weather emergencies such as sudden ice storms, etc.), situations requiring certain ranks, situations requiring certain qualifications, overtime for off-duty training, overtime for mandatory meetings, and overtime for special events shall not be subject to the conditions and rotation requirements above unless one of the described occurrences results in 12 consecutive hours of overtime.

#### SECTION 7.6 REST PERIODS.

All employees shall receive two (2) thirty (30) minute rest periods, one in the morning and one in the afternoon, as per current Department practice. The rest periods shall be granted by the supervisor as he deems appropriate to minimize work disruptions. During work beyond the normal day, employees shall receive their breaks in the same intervals as described above.

#### SECTION 7.7 MEAL PERIOD.

All shift firefighters shall be granted two (2) meal periods during each work shift, as per current Department policy. Forty (40) hour employees shall receive one (1) such meal period.

#### SECTION 7.8 FAIR LABOR STANDARDS ACT.

The Employer agrees to comply with the provisions of the Fair Labor Standards Act (F.L.S.A.) and the relevant Department of Labor rules as currently enacted or hereinafter amended, so long as the same shall be in effect.

#### SECTION 7.9 TIME-TRADING.

Bargaining unit employees may trade time, tours of duty and Kelly Days with other employees of the same rank or one rank higher or lower, subject to the following conditions:

1. The trading of time is done voluntarily by the employees and not at the request of the Employer.

2. The trade is not made for reasons related to the Employer's business operations, but is due to the employee's desire or need to attend to a personal matter. Time must actually be worked back ( or donated as per condition #9 below) and not paid monetarily except in the case of duty relief paid directly by the Union to the stand-by for attendance at conventions, seminars, or other events as approved by the Fire Chief.

3. The minimum number of hours traded equals two (2) hours. The Department will allow stand-bys of an hour or less from 0630-0730 and from 0730-0830 hours with the approval of the Duty Officer.

4. The time trade must be in writing on the request form and signed by all parties involved in the time trade.

5. Once the trade is approved, the signing parties become fully responsible for the newly traded and approved time to be worked. If an employee then fails to be at work or supply a suitable replacement within a reasonable time prior to the assigned work schedule, that employee (the most recently approved to work the designated time) will be docked for the missed hours of work at his normal rate of pay. The City will not be responsible for tracking time trades as to who owes whom

time and takes no responsibility for requiring individuals to pay time back beyond what was approved on the approved request form.

6. All trading is subject to the reasonable approval of the Battalion Chief or the shift supervisor, as per the policies of the Fire Chief.

7. Employees working on an approved time trade shall be allowed to request and use leave on the “foreign” shift under the normal guidelines for time off.

8. Kelly Days can only be traded for Kelly Days and only within the same shift.

9. In extenuating circumstances (i.e. long-term illness/injury), as determined by the City, where an individual employee has been forced to exhaust all his leave benefits and is unable to work, other employees may voluntarily work for the absent employee on a pay-back or donation basis for a period not to exceed 120 days. Such a “time trade” will not be mandated by the City and the City bears no responsibility for insuring that time is paid back by the absent employee. All other rules apply including #5 and #7 as stated above.

## ARTICLE VIII: SAFETY

### SECTION 8.1 COMPLIANCE WITH LAWS.

The City agrees to comply with all laws applicable to its operations concerning the safety of its employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City. The City agrees to take all reasonable steps to insure the safety of all employees during their working hours.

### SECTION 8.2 UNSAFE CONDITIONS.

If an employee has justifiable reason to believe that his safety is in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility to determine what action, if any, should be taken.

### SECTION 8.3 LABOR-MANAGEMENT MEETINGS.

Representatives of the Union, not to exceed three (3) in number, and the City shall meet at mutually agreed upon times to discuss matters of mutual concern. The party requesting the meeting shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. It is to be clearly understood that these are, in fact, meetings and not “negotiations.” If a written agenda cannot be developed, then no meeting will be held. Allegations of an unsafe working condition or equipment will not be acceptable unless substantiated in writing as to dates, times and witnesses involved. The requirement that there be a prompt resolution to safety disputes is of utmost concern to the City of Galesburg.

## ARTICLE IX: SENIORITY

### SECTION 9.1 DEFINITION.

Seniority shall, for the purpose of this Agreement, be defined as departmental seniority, being an employee’s length of continuous service since the last date of hire with the City in a position covered by this Agreement.

### SECTION 9.2 APPLICATION OF SENIORITY.

In the application of seniority and ability in promotions or the filling of permanent openings in classifications, seniority shall be the determining factor when, among employees involved, as

fairly determined by the City, the qualifications, skill and ability to perform the work is relatively equal.

#### SECTION 9.3 TERMINATION OF SENIORITY.

Seniority and the employment relationship may, at the City's discretion, be terminated when an employee (a) quits, or (b) retires, or is retired, or (c) is laid off as per State Statute and refuses the recall notice or (d) is discharged. The parties agree the following reasons, among others, constitute cause for discharge when an employee (a) is absent for two (2) consecutive workdays without notifying the City, or (b) is laid off and fails to notify the City Manager's office of his intention to return within five (5) City business days after receiving notice of recall, or who fails to return at the designated time, or (c) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence.

#### SECTION 9.4 PROBATIONARY PERIOD - NEW EMPLOYEES.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of one (1) year. During this probationary period the employee shall not be represented by the Union as regards to discipline or discharge of the employee, but is eligible to be a member of the Union after ninety (90) days of employment. The probationary period is to be used to test further the ability of the employee to perform the required duties of the position successfully. If the employee fails to meet the required standards of performance, he may be dismissed.

#### SECTION 9.5 SENIORITY ROSTER.

The City shall maintain a seniority roster noting the date of hire and current classification for each bargaining unit employee. The Union shall be provided with a copy of the seniority roster on or about January 1 of each succeeding year. Any objections to the seniority roster as provided shall be reported in writing to the City Manager's office within fifteen (15) work days of the date of the deliverance of the seniority roster or the roster shall stand approved as given.

#### SECTION 9.6 SAME DAY HIRES.

Seniority shall be computed from the date of hire. In the event of a layoff, if more than one person is hired on the same day, then that person occupying the higher position on the original appointment list shall have greater seniority.

#### SECTION 9.7 LAYOFF AND RECALL.

The City, at its discretion, shall determine whether layoffs are necessary. Layoffs shall be for a lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order: (a) probationary employees in their original probationary period, and (b) in the event of further reductions in force, employees will be laid off in the inverse order of their departmental seniority, as governed by Illinois State Statute.

Employees who are laid off shall be placed on a recall list as specified in the Illinois State Statutes. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are eligible for recall shall be given two (2) weeks notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee notify the City Manager's office of his intention to return within five (5) City business days after receiving the notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing

address provided by the employee, it being the obligation and responsibility of the employee to provide the City Manager's office with his latest mailing address.

#### SECTION 9.8 RESIGNATIONS.

In order to resign in good standing, a probationary or permanent employee shall give at least two (2) weeks notice in writing of his intention to resign. No employee may take time off during the last two (2) weeks of his employment unless reasonably approved prior to the notice of intention to resign. In addition, an employee who resigns voluntarily within one (1) year of having been hired by the City shall be required to repay the cost of tuition at the Firefighter II Academy (currently, \$2,750). The City Manager is given the discretion of waiving the provisions of the notice and/or repayment requirement should unforeseen circumstances warrant.

### ARTICLE X: FILLING OF VACANCIES

#### SECTION 10.1 VACANCIES

For the purpose of this Article, a vacancy is created when the City determines to increase the work force or when any of the following personnel transactions or events occur as to an incumbent: terminations by retirement, resignation or discharge, promotions, demotions, or death.

#### SECTION 10.2 FILLING OF VACANCIES.

All vacancies covered by this Agreement shall be filled in accordance with provisions of the Municipal Code, 65 ILCS Ch. 10.2.1-4, the rules of the Board of Fire and Police Commissioners or the Fire Department Promotion Act 820(D), 50 ILCS 742(D) as applicable.

#### SECTION 10.3 PROMOTED EMPLOYEES.

In the case of a promotion, the rate of the promoted employees will be adjusted to the first step in the new range.

#### SECTION 10.4 PROMOTIONS.

Promotions to the rank of Captain and Battalion Chief (so long as those ranks continue to exist in the Galesburg Fire Department) shall be conducted in accordance with the provisions of the Fire Department Promotion Act, 50 ILCS 742 (hereinafter, the "Promotion Act"), as amended, and the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Galesburg (hereinafter, "the Board"), to the extent that such Rules and Regulations are consistent with the provisions of the Promotion Act. Except where expressly modified by the terms of this Article, promotional procedures shall be consistent with the Promotion Act.

#### SECTION 10.5 EXAMINATION COMPONENTS AND SCORE.

The final promotional examination scores for promotion to the ranks of Captain and Battalion Chief within the Galesburg Fire Department shall be determined as follows:

<u>Component</u>	<u>% of Total Score</u>	<u>Maximum Points</u>
Seniority	10 %	10
Education/Military Credits	20 %	20
Oral Interview	15 %	15
Written Examination	20 %	20
Departmental Evaluations	10 %	10
Assessment Center	25 %	25

**SECTION 10.5A SENIORITY.**

Seniority is to be determined as of the date the written examination is given and will be calculated as follows: one-half (1/2) point per year for each full year of service as a full-time firefighter with the Galesburg Fire Department, up to a maximum of ten (10) points.

**SECTION 10.5B EDUCATION/MILITARY CREDITS.**

A candidate for promotion must submit his or her claim for education/ military credits with proof thereof to the Board three (3) weeks prior to the date set for the written examination. The maximum number of points shall not exceed twenty (20) in total.

Candidates for promotion shall be awarded points for education/military credits based upon the following schedule, which is divided into four categories. A candidate shall be awarded the highest point value from each of the categories, and point totals from the four categories will then be aggregated to constitute the candidate’s total education/military credit score.

<u>1A Bachelor’s Degree and Military</u>	<u>Points</u>
Bachelor’s Degree – any discipline*	3.5
Military preference points (65 ILCS 5/10-2.1-11)	up to 3.5
<u>1B Specific Degrees</u>	<u>Points</u>
Associate’s Degree, Fire Science, Public Administration or Emergency Management*	2
Bachelor’s Degree, Fire Science, Public Administration or Emergency Management*	3
Master’s Degree, Fire Science, Public Administration or Emergency Management *	4

To be eligible, degree must have been obtained from education institution duly accredited by a recognized accrediting agency, e.g., North Central.

1A and 1B constitute Category 1. Only one of the point value sources in Subcategories 1A and 1B may be claimed, and the combination of 1A and 1B is limited to a maximum of 7 points, or 35 percent of the total ascertained merit points awarded. E.g., Military preference from 1A and Bachelor’s Degree, Fire Science from 1B will produce 6.5 points; Military preference from 1A and Master’s Degree, Fire Science from 1B will produce 7.0 points.

<u>2</u>	<u>Fire Officer Certifications (includes Provisional Certifications)</u>	<u>Points</u>
	Certified Fire Officer I – for Captain test only	5 (25%)
	Certified Fire Officer II – for Battalion Chief test only	5 (25%)
<u>3</u>	<u>Specific Job Related Certifications</u>	<u>Points</u>
	Fire Apparatus Engineer	1 (5%)
	Vehicle/Machinery Operation/Roadway Extrication Specialist	1 (5%)
<u>4</u>	<u>Other Certifications and/or Committee Membership or Service</u>	<u>Points</u>
	(Maximum of 6 points (30%))	
	Haz Mat Technician A	1
	Hax Mat Technician B	1
<u>4</u>	<u>Other Certifications and/or Committee Membership or Service (cont.)</u>	<u>Points</u>
	TRT Operations (all 4 disciplines)	1
	TRT Technician (all 4 disciplines)	1
	Fire Investigation (all 3 modules)	1
	Fire Arson Investigator	1
	Paramedic	1

Training Instructor (minimum of 3 years)	1
Fire Inspection Staff (minimum of 3 years)	1
Fire Pension Board Member (minimum of 3 years)	.5
Union Executive Board Member (minimum of 3 years)	.5
2% Foreign Fire Tax Board Member (minimum of 3 years)	.5

Note: Once awarded, merit points will apply for the duration of an employee's tenure.

#### SECTION 10.5C ORAL INTERVIEW.

The Oral Interview shall be competitive and consist of questions related to and associated with the performance of the duties for the position sought.

#### SECTION 10.5D WRITTEN EXAMINATION.

The written examination shall be competitive, shall consist of questions derived from the reading materials assigned and from the Department's current policies and procedures. The questions shall be related to and associated with the performance of duties for the position sought.

#### SECTION 10.5E DEPARTMENTAL EVALUATIONS

Departmental Evaluations shall be conducted in two (2) parts: a management evaluation and a peer evaluation. The individual candidate's scores for each of these two (2) separate evaluation types shall be collected by the Fire and Police Commissioners, totaled, and presented as one (1) candidate score for Departmental Evaluations. The maximum score for Departmental Evaluations is ten (10) points. The processes for the evaluations shall be as follows:

1. Management Evaluations The management staff evaluations shall be a subjective evaluation by the GFD Chiefs including the filled positions of Fire Chief, Deputy Chief, and Battalion Chiefs. These points will be determined in a special meeting in the Fire Chief's office prior to the written exam component. An observer (a Fire and Police Commissioner or alternate) shall attend the meeting. An alternate observer shall not be a department member and shall be approved by both the Fire Chief and the union. The observer shall have no input into the scoring, but will act to guarantee the points are awarded in an equitable manner among the Chiefs. Each Chief shall independently rank his top ten (10) Captain candidates (or fewer if there are less than 10 candidates) from 10-1. Each Chief will independently rank his top five (5) Battalion Chief candidates (or fewer if there is less than 5 candidates) from 5-1. Candidates not in the top 10 for Captain promotion and top 5 for Battalion Chief promotion will receive a score of zero (0). The individual Chiefs' scores will be totaled, the candidates ranked, and the promotional points awarded as follows:

Captain Candidates	
<u>Rank</u>	<u>Promotional Points</u>
1	5.0
2	4.5
3	4.0
4	3.5
5	3.0
6	2.5
7	2.0
8	1.5
9	1.0
10	0.5

Battalion Chief Candidates	
<u>Rank</u>	<u>Promotional Points</u>
1	5.0
2	4.0
3	3.0
4	2.0
5	1.0

In the case of a tie score, the candidate with the higher seniority will be ranked higher. Candidates not in these rankings will receive zero (0) points for the Management Staff Evaluation component of the promotional process. If fewer than the allotted number of candidates are available, the points will be assigned as above to the required ranking number.

2. Peer Evaluations The peer evaluations shall be a subjective evaluation by the non-management (Chiefs) roster of the Galesburg Fire Department, excluding probationary employees. A form will be established for each rank listing all the candidates challenging the promotional process. Prior to the written test component, each evaluator will use the aforementioned form to independently rank his top ten (10) Captain candidates (or fewer if there are less than 10 candidates) from 10-1. Each evaluator will independently rank his top five (5) Battalion Chief candidates (or fewer if there is less than 5 candidates) from 5-1. Candidates for promotion may evaluate themselves as they see fit within the rankings. Candidates not in the top 10 for Captain promotion and top 5 for Battalion Chief promotion will receive a score of zero (0). The Fire and Police Commission will compile and total the individual evaluator scores, rank the candidates, and award the promotional points as follows:

Captain Candidates	
<u>Rank</u>	<u>Promotional Points</u>
1	5.0
2	4.5
3	4.0
4	3.5
5	3.0
6	2.5
7	2.0
8	1.5
9	1.0
10	0.5

Battalion Chief Candidates	
<u>Rank</u>	<u>Promotional Points</u>
1	5.0
2	4.0
3	3.0
4	2.0
5	1.0

In the case of a tie score, the candidate with the higher seniority will be ranked higher. Candidates not in these rankings will receive zero (0) points for the Peer Evaluation component of the promotional process. If fewer than the allotted number of candidates are available, the points will be assigned as above to the required ranking number.



#### SECTION 10.5F ASSESSMENT CENTER.

The parties agree to the use of an assessment center in the promotional process. A committee comprised of members of the Board of Fire and Police Commissioners, Fire Command Staff and the union, will create bid specifications for use in selecting a qualified vendor for the Assessment Center.

The assessment center will be conducted following the awarding of points for seniority, education/military credit, oral interview, written exam, management staff evaluation, and peer evaluation components of the promotional process.

The number and choice of exercise as well as the scoring weight given to each exercise used in the assessment center will be determined by the approval of the parties.

The parties agree to use an independent assessment service as provided in the Fire Promotion Act (50 ILCS 742/1 et seq.)

The Fire Department Deputy Chief or Battalion Chief in charge of Training shall assist the assessment service provider with information regarding department rules, regulations, policies, and procedures in the formulation of exercise components. Scoring will be conducted solely by the assessment service evaluators and provided to the Fire and Police Commission.

#### SECTION 10.5G SEQUENCE OF TESTS.

The points to be awarded each candidate for promotion for seniority, education/military credit, oral interview, written exam, and departmental evaluations shall be totaled and posted by the Fire and Police Commission. Candidates with a cumulative score of less than 45 points on these elements will be eliminated from the testing process and will not be allowed to challenge the assessment center testing process.

#### SECTION 10.5H TOTAL SCORE.

A candidate's total score shall consist of the combined point totals awarded for seniority, education/military credit, oral interview, written examination, management staff evaluation, peer evaluation, and assessment center. Candidates shall take rank upon a promotional eligibility register in the order of their relative excellence as determined by their total score. In the event of a tie score, the placement of the tied candidates on the eligibility list shall be determined by departmental seniority in rank. A candidate who fails to achieve a minimum total score of seventy (70) will not be placed upon the final promotion eligibility list. All promotions shall be made in rank order, from top to bottom in accordance with the FDPA, 20(D).

#### SECTION 10.5I PREREQUISITES.

While candidates may test and be placed upon a final promotional eligibility list without the following prerequisites, a candidate for promotion to the position of Fire Captain must, as of the time that a vacancy occurs have served as a full-time paid firefighter for a period of three (3) years and attained certification as Firefighter III. A candidate for the position of Battalion Chief must, as of the time that a vacancy occurs, have served a minimum of two (2) years as a Galesburg Fire Department Fire Captain and attained certification as a Fire Officer I. Candidates who lack the required prerequisites at the time a vacancy occurs, while disqualified for the immediate promotion, shall retain their position on the eligibility list and shall be eligible for promotion when later vacancies occur, provided in each case that the necessary service component and training certification are attained.

When an opening for promotion occurs (due to reasons stated in Section 10.1 of Article X) during the applicable time of an established (valid) promotional list, the required prerequisite time frame shall be calculated backwards from the date the vacancy (e.g. retirement) occurred. When

an opening for promotion occurs (due to reasons stated in Section 10.1 of Article X) at a time when there is no established (valid) promotional list, the required prerequisite time frame shall be calculated backwards from the posting date of the next final promotional list.

#### SECTION 10.5J PROVISION OF COMPONENT SCORES.

In addition to the scores that are posted per the Rules and Regulations, an employee shall be entitled, upon written request of that employee, to receive a written record of the scores achieved on each of the components of the promotional examination. It is agreed that those involved in the scoring of the points awarded for oral interview, education/military credit, and departmental evaluation shall not be informed of the scores achieved on the written component until after these aforementioned components scores have been determined.

#### SECTION 10.6 PROMOTIONAL VACANCY.

The existence of a vacancy shall be deemed to occur in accordance with Section 20(d) of the Promotion Act. When a vacancy occurs, the appropriate corporate authority shall notify the board. Upon notice from the appropriate corporate authority that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified in the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Galesburg, provided that such Rules and Regulations are consistent with the Promotion Act.

#### SECTION 10.7 REOPENER FOR PROMOTION TESTING.

It is agreed by the parties that a committee of six (three from each side) shall meet after the signing of this Agreement to continue to work on refining the promotional process. Issues may include, but are not limited to, Chief's points/Peer review points, use of a fire simulator, and use of an assessment center. It shall be the City's responsibility to keep the Board of Fire and Police Commissioners informed of proposed changes and to seek input from the Board before arriving at a tentative agreement. Any agreement will be taken back to the membership for ratification, and then become part of this Agreement by side letter. If an agreement cannot be reached within ten (10) months before the expiration of the current promotional lists, the promotion process will be as provided in the above sections of this Article X.

### ARTICLE XI: EMPLOYEE DISCIPLINE AND DISCHARGE

#### SECTION 11.1 EMPLOYEE DISCIPLINE.

The City may discipline or move to discharge any employee for just cause. The City further agrees that disciplinary action shall be in a timely fashion.

#### SECTION 11.2 CORRECTIVE.

The City agrees discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an appropriate remedy. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known. Where the City believes just cause exists to institute disciplinary action, the employer shall have the option to assess the following penalties:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

In keeping with the parties' agreement that discipline is to be corrective, it is agreed that all files maintained concerning an employee shall be expunged, upon the employee's request, of any reference to his disciplinary history in accordance with the following:

1. Verbal reprimands: Will stay in a separate file in the Fire Chief's office and not sent to the City Manager's office unless further discipline is required.
2. Written reprimands: Removed not later than three (3) years after issuance.
3. Disciplinary suspensions: Removed not later than five (5) years after issuance.

#### SECTION 11.3 PROCEDURE.

Any and all disciplinary actions against bargaining unit members shall be taken in accordance with the following:

#### SECTION 11.3A DISCIPLINARY ACTION.

The City may institute disciplinary action against any employee for just cause. Disciplinary action may consist of any one of the following penalties:

1. Oral Reprimand
2. Written Reprimand
3. Suspension for 30 days or less
4. Demotion
5. Discharge

Disciplinary action shall be progressive and corrective in nature and not designed to merely punish. The severity of the penalty applied shall be proportional to the gravity of the offense.

#### SECTION 11.3B CHIEF'S AUTHORITY.

The Fire Chief shall have the following disciplinary authority:

1. To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of thirty (30) calendar days. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provisions of this Article.
2. To file charges against employees seeking the penalties of discharge or demotion.
3. To suspend an employee with pay pending an investigation or the filing of charges.

#### SECTION 11.3C NOTIFICATION AND GRIEVANCE PROCEDURE.

If the Fire Chief decides to discipline an employee according to section 11.3B(1) or to initiate discipline of an employee according to Section 11.3B(2), he or his designee shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the employee involved with a copy to the Union. The employee shall have the right to contest the disciplinary action imposed according to Section 11.3B(1) by filing a grievance only.

If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article V of the Agreement, except that it shall be filed at Step 3 of the procedure. Oral and written reprimands will only be processed through Step 3 and shall not be subject to grievance arbitration.

#### SECTION 11.3D CITY MANAGER'S AUTHORITY.

City Manager's authority to suspend, discharge, or demote and to suspend pending investigation or hearing:

1. The City Manager or designee shall have the authority to take final action as to charges for dismissal or demotion filed by the Fire Chief in accordance with Section 11.3B(1). The employee shall have the right to contest the disciplinary action by filing a grievance only. If the employee elects to file a grievance, the grievance shall be filed at Step 4A of the grievance procedure and processed (with the approval of the Union) to arbitration in accordance with the procedures of Article V of the Agreement.
2. The City Manager or designee shall also have the authority to suspend an employee with or without pay pending investigation and/or pending a hearing on charges recommending discharge. When the City Manager or designee makes a tentative decision to suspend for specified misconduct, demote, or to suspend without pay pending investigation or hearing on charges for discharge, prior to implementing the suspension, the City Manager or designee shall notify the Union and meet with the employee involved, and the employee's Union representative if requested by the employee, and inform the employee of the reasons for such contemplated action. The employee and the Union representative, if present, shall be given the opportunity to rebut and/or clarify the reasons for the suspension without pay pending investigation or hearing.

#### SECTION 11.3E FINALITY OF DECISION AND JUDICIAL REVIEW.

The decision of an arbitrator with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the City, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

#### SECTION 11.3F EXCLUSIVITY OF DISCIPLINARY PROCEDURES.

This Agreement is intended to supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 1/10-2.1-17 by providing the employee with the right to have a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this Agreement in lieu of a hearing conducted by the Board of Fire and Police Commissioners. Pursuant to Section 15 of the IPLRA and the City of Galesburg's Home Rule Authority, the provisions of this Article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provision that might otherwise be applicable under either 65 ILCS 5/10-2.1-17, or the Rules and Regulations of the City of Galesburg Board of Fire and Police Commissioners.

### ARTICLE XII: PERSONNEL FILES

#### SECTION 12.1 PERSONNEL FILES.

The City shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file as of the effective date of this Agreement may not provide the basis for discipline against an employee.

#### SECTION 12.2 INSPECTION.

Upon appropriate written request to the Human Resources Manager, an employee may inspect his personnel file, subject to the following, within seven (7) working days: (a) inspection shall occur during normal working hours, at a time and in a manner mutually acceptable to the employee and the City. Upon request, an employee who has a written grievance on file who is inspecting his personnel files with respect to said grievance, may have a representative present during such inspection; (b) copies of materials in an employee's personnel file shall be provided to

the employee upon request. The employee shall bear the cost of duplication; (c) employees will be limited to reviewing their personnel files to four (4) times a year; (d) as provided by current Illinois law, not all documents in an employee’s files are available for inspection or copying. Some of these documents are reference checks, test materials or responses to the City with the specific request that it remain confidential; (e) as the City of Galesburg is the official guardian of the personnel records, no employee will be allowed to view their records without a member of the City Manager’s office, or his authorized designee, present.

**SECTION 12.3 NOTIFICATION.**

An employee shall be notified before a formal disciplinary action (written record of oral warning, written warning, disciplinary suspension, or termination) is placed in his personnel file. Such notification shall include an opportunity for the employee to sign and date the notification as evidence that he received the notification.

**SECTION 12.4 EVALUATIONS.**

Upon request, an employee shall be provided a copy of the evaluation form used for the purpose of evaluating his job performance. The evaluation shall be discussed with the employee and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it.

**SECTION 12.5 REBUTTALS.**

An employee may file a written rebuttal in his personnel file concerning any material in the file.

**ARTICLE XIII: CONSOLIDATED TIME OFF**

**SECTION 13.1 COMPONENTS.**

Effective January 1, 2013, in lieu of separate holidays, birthdays, personal days, vacations, and compensatory time off, each employee covered by this Agreement will receive an allotment of hours of paid consolidated time off (CTO) that will vary with seniority and shift or 40-hour assignment, as set forth in Section 13.2. The separate components of consolidated time off, comprising the amounts set forth in Section 13.2, are itemized in Appendix G. For purposes of arbitration under Section 14 of the Illinois Public Labor Relations Act, the components of CTO, as set forth in Appendix G, shall be treated as separate economic issues.

**SECTION 13.2 AMOUNTS.**

Employees will receive annual CTO, accrued by pay period, as follows:

<u>Shift Employees</u>			<u>40 – Hour Employees</u>	
Years of Service	Annual Hours	PP Accrual	Annual Hours	PP Accrual
0 – 6	248	9.54	187	7.19
7-13	296	11.38	223	8.58
14-21	350	13.46	264	10.15
22+	400	15.38	302	11.62

In transition years, additional CTO per the above schedule will be considered to be earned as of the employee’s anniversary date.

### SECTION 13.3 ACCUMULATION.

A maximum of 468 hours of earned but unused CTO for shift employees and 353 hours of earned but unused CTO for 40-hour employees may be carried over from one year to the next.

### SECTION 13.4 CASH-IN.

In lieu of using CTO, shift employees may cash in a maximum of 96 hours of CTO time annually and 40-hour employees may cash in up to 72 hours of CTO time annually, at the then-applicable hourly rate of pay.

### SECTION 13.5 SCHEDULING.

CTO shall be scheduled at times most desired by each employee consistent with historic practice. For purposes of administering this Section only, all employees on a shift (including bargaining unit employees and the Shift Commander assigned to that shift) shall schedule all CTO in the manner described in this Section, with the determination of preference being made on the basis of an employee's length of continuous service within the Department. Employees will not be allowed to schedule or take CTO that has not been accrued at the time of the leave.

1. Initial CTO Scheduling. CTO that is to be scheduled and approved prior to the CTO period (fiscal year) within which it is to be taken must be scheduled in twenty-four (24) hour increments. Any two shift employees may schedule CTO on the same workday during the initial CTO scheduling. Each CTO pick shall consist of one duty day or multiple consecutive duty days. Scheduled Kelly Days shall not be considered a break in consecutive duty days. The initial CTO schedule shall be completed and approved no later than December 15th of each year. Scheduling of CTO for 40-hour employees, which may include scheduling of CTO for City holidays, will be coordinated with the Fire Chief. In the event of a major disaster in the community, the Fire Chief may revoke approval of forthcoming scheduled CTO.
2. Subsequent CTO Scheduling. CTO that is scheduled and approved within the CTO period (fiscal year) in which it is to be taken may be scheduled in minimum two (2) hour increments. All requests for CTO must be submitted in writing to the Officer-in-Charge. When more than one request is submitted for the same day and/or time, requests will be honored on the first request submitted basis. Subsequent CTO requests submitted prior to the duty day for which such requests are made shall be approved or reasonably denied, based on projected manpower levels, at least one duty day prior to the duty day for which such requests are made. Denial of the request would not forfeit the standing of the request should manpower allow its approval later. CTO requests effective the duty day they are submitted shall be approved should manpower permit. Approved CTO shall not be subject to denial later due to subsequent decreases in manpower. The CTO calendar in the Duty Office at Central Fire Station shall be used to track initial and subsequent CTO requests. CTO requests for 40-hour employees will be coordinated with the Fire Chief.

### SECTION 13.6 SEPARATION.

Upon separation from employment with the City, each regular non-probationary employee covered by this Agreement shall be entitled to receive payment at the employee's regular straight-time hourly rate of pay as of the date of separation for all unused CTO time.

### SECTION 13.7 CONVERSION FORMULA.

For an employee reassigned from a shift schedule to a 40-hour schedule, multiply the employee's accumulated CTO times a conversion factor of .7547. For an employee reassigned

from a 40- hour schedule to a shift schedule, multiply the employee's accumulated CTO times a conversion factor of 1.325.

## ARTICLE XIV: LEAVES

### SECTION 14.1 GENERAL LEAVE OF ABSENCE.

The City Manager may, at his discretion, grant a leave of absence to any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave, including whether or not the leave is to be paid. Department heads may recommend vacation, injury, and/or sick leave with pay. Such leaves of absence will be requested in writing and reviewed by the City Manager. During leaves of absence without pay, the seniority of the employee on leave shall remain frozen at the level of the last day of actual employment.

### SECTION 14.2 MILITARY LEAVE.

Military leave shall be granted in accordance with applicable law.

### SECTION 14.3 JURY DUTY LEAVE.

A permanent employee shall be granted a leave of absence with pay if called for jury duty. Since it is not the intention of the City that an employee receive more compensation for jury duty than he would if he were performing his normal duties, the employee will turn in the jury check to the City when received. Should a jury be dismissed on any particular day, the employee will be expected to return to work.

### SECTION 14.4 NON-EMPLOYMENT ELSEWHERE.

A leave of absence will not be granted to an employee to try for or accept employment elsewhere, or for self-employment. Employees who engage in employment elsewhere during such leaves will be terminated by the City.

### SECTION 14.5A SICK LEAVE.

Permanent 40-hour employees covered by this Agreement may accumulate sick leave at the rate of 10.6 working hours per month, to a maximum of two thousand twenty-eight (2028) working hours, or at a rate of fourteen (14) hours per month for shift employees, to a maximum of two thousand six hundred and eighty eight (2688) hours.

### SECTION 14.5B ROUTINE CARE.

With prior approval and sufficient notice, leave for routine doctor, dental or other medical appointments shall be charged to the employee's regular and/or accumulated sick leave in one (1) hour multiples for the period the employee is off work. All employees must notify their shift supervisor of any scheduled appointment prior to the beginning of their shift. Upon return to work, the employee will give his supervisor a doctor's statement verifying his ability to resume firefighting duties.

### SECTION 14.5C ELIGIBILITY FOR PAY.

In order to get sick leave with pay, each employee covered by this Agreement agrees to:

1. Report promptly to the Fire Chief or his designee the reason for his absence;
2. Keep the Fire Chief or his designee informed of his conditions; and
3. Use sick leave only for the purposes set forth in this section and to bear the burden of proof of such sickness if required by the City.

Sick leave with pay may be used only for sickness, injury, or pregnancy of the employee or for absence necessitated by delivery of child by a spouse or by illness, injury, death, or exposure to contagious disease by a member of his immediate family. "Immediate family" is defined as the following relation to the employee or his/her spouse: spouse, parent, step-parent, sibling, child, step-child, grandparent and grandchild. The word "spouse" shall include civil partners.

Presence of the employee must actually and immediately be required for bona fide serious circumstances or emergencies as reasonably determined by the City, and absence from duty shall not exceed the period of actual need.

Sick days should not be considered to be a privilege; they are a fringe benefit which will be allowed only as provided herein. An employee on sick leave is required to act pursuant to reasonable instruction for care. Any employee who fails to meet the requirements of this Article, including failure to provide required medical documentation as provided in Section 16.5D, abuses the sick leave program, including the performance of work or activities off duty that are medically prohibited or restricted while on duty; or files for pay under false pretenses, shall not receive pay and may be subject to disciplinary action.

Sick leave, disability leave, and injury leave are not to be taken concurrently; only one of the three types of leave may be taken at any one time.

#### SECTION 14.5D CERTIFICATION.

If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from his attending physician certifying that absence from work was required for medical reasons. A physician's certificate may be routinely required for absences of more than two (2) consecutive duty days, or for sick leave taken immediately before or after vacations or other time off provided by this Agreement, or for sick leave use in excess of four (4) occurrences per calendar year. An occurrence is defined as any continuous period of absence from duty covered by sick leave. The City also may reasonably require a physician's release certifying that the employee is fit to return to work as a condition to the employee's return to work. If there is a conflict between physicians' releases, the parties shall agree on a third person whose determination shall be final. Falsification of any verification of illness may be just cause for disciplinary action, up to and including discharge. Any employee who is found to have fraudulently obtained sick leave may be required to reimburse the City for such sick leave.

#### SECTION 14.5E SICK LEAVE PAYOUT.

Upon the retirement from City service of an employee who was hired after November 25, 2009, the City shall contribute to the employee's Retirement Health Savings Plan ("RHSP") account the dollar equivalent of thirty percent (30%) of the sick leave he has accumulated, per Section 16.5A, as of the time of retirement and at the employee's regular straight time hourly rate of pay, to a maximum of six hundred (600) hours (four hundred fifty-three (453) for a 40-hour employee) to be contributed at the employee's regular straight time hourly rate of pay.

Upon the retirement from City service of an employee who was hired on or before November 25, 2009, the City shall make the maximum contribution allowed by law to the employee's 457 account, up to the dollar equivalent of thirty percent (30%) of the sick leave he has accumulated, per Section 16.5A, as of the time of retirement and at the employee's regular straight-time hourly rate of pay, to a maximum of four hundred three (403) hours (three hundred four (304) for a 40-hour employee), with the difference between the maximum 457 contribution and the maximum payout provided by this Section, if any, to be contributed to the employee's RHSP account.



The RHSP contribution and payout provisions of this Section apply to retirement only, and do not involve separation from City service for any other cause or disability leave.

#### SECTION 14.6A INJURY, ILLNESS OR PREGNANCY.

In the event an employee is unable to work by reason of illness or injury, including those compensable under workmen's compensation, or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under worker's compensation an employee shall accrue seniority as set forth in Sections 14.6C and 14.7.

#### SECTION 14.6B ELIGIBILITY.

To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or inability due to pregnancy is known and thereafter furnish to the City a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall be required to furnish a current report from the attending doctor at the end of every sixty (60) day interval.

#### SECTION 14.6C WORKER'S COMPENSATION.

If an employee is injured while performing his assigned duties, he shall be eligible for paid injury leave not to exceed a total of three hundred and sixty-five (365) calendar days for any one injury or accident. He shall be compensated in an amount equal to the salary rate he was making at the time of the accident based on the salary ordinance.

All injuries must be reported in writing as soon as possible by the employee or his supervisor in order to be eligible for injury leave and also the worker's compensation benefits as provided by the City. The employee shall authorize the City's inspection of his medical records and advise the department of any changes in his status.

Because the payments for worker's compensation benefits are not earnings subject to Federal, State, and F.I.C.A. taxes, and the payments are excludable from earnings for pension fund deductions, the Finance Department may pay for the injury leave in the following manner: (a) Each bi-weekly pay period which occurs during the period of paid injury leave, the employee will receive a check for worker's compensation benefits, the amount of which check shall be computed in accordance with the rules and regulations of the Industrial Commission of Illinois. No deductions of any kind shall be made from this payment; (b) In addition, for each biweekly pay period of paid injury leave described above, the employee will receive a check in an amount equal to the difference between the employee's regular bi-weekly salary and the amount paid as worker's compensation benefits per (a) above. The salary paid per this check shall be subject to all applicable deductions and withholding for various taxes. The withholding of Federal and State taxes and mandatory deductions for pension funds, of course, take precedence over voluntary deductions such as credit union, or union dues, etc.

#### SECTION 14.7 DISABILITY LEAVE.

If an employee becomes disabled either on or off the job and is disabled from performing his duty and if the disability persists for one month or more, the permanent employee may be eligible to receive disability benefits under 40 ILCS 5/4-101, et seq. Such disability shall be considered disability leave and such employee may be granted a leave of absence from the City's service for the length of disability. If it appears upon verification by at least three (3) competent

medical authorities that the employee will be permanently disabled, he must apply for a disability pension upon the request of his department or division head to the City Manager.

An employee shall not accrue benefits while on temporary or permanent disability leave in excess of three hundred sixty-five (365) calendar days. No employee shall be allowed to return to work without a written release from his attending physician. In the event an employee is reinstated into active service pursuant to the above-referenced Illinois Statutes, and whereupon assigned to duty the employee fails to report to work for five consecutive calendar days, then his status as a municipal employee may be terminated.

#### SECTION 14.8 BENEFITS WHILE ON LEAVE.

Seniority, sick leave, vacation (or CTO, as the case may be) and employment credits shall not accrue when an employee is on leave without pay, on disability leave or on injury leave in excess of three hundred and sixty five (365) calendar days, except as per sections 16.6C, 16.7 and 18.3. Sick leave, disability leave and injury leave are not to be taken concurrently; only one (1) of the three (3) types may be taken at any one time. Any employee covered by this Agreement in violation of Article VI of this Agreement will automatically forfeit any and all covered benefits that they may enjoy.

#### SECTION 14.9 LIGHT DUTY.

Light duty for worker's compensation cases will be provided in accordance with the treating physician's restrictions. Light duty for personal injury may be made at the discretion of management subject to work availability and physician's restrictions.

### ARTICLE XV: WAGES

#### SECTION 15.1 GENERAL.

Effective January 1, 2018, pay ranges and pay steps for employees in the classifications of Firefighter and Fire Captain shall be as set forth in the salary schedules attached hereto as Appendix C. Pay ranges and pay steps for employees in the classifications of Firefighter and Fire Captain shall be increased annually by the percentages indicated below:

January 1, 2019	2.5%
January 1, 2020	2.5%

Employees normally will progress from Step A to Step B at the end of one year's service, and then progress through steps annually thereafter upon their anniversary date until Step E has been reached. Upon completion of five (5) years of service and with one (1) academic year of Fire Science courses (certificate) as provided for in Section 15.5, an employee will then progress to Step F in their respective pay range. Upon completion of six (6) years of service and with an Associate's Degree in Fire Science as provided for in Section 15.5, an employee will then progress to Step G in their respective pay range.

#### SECTION 15.2 NEW EMPLOYEES / MERIT INCREASES

The normal beginning rate for a new employee will be the minimum rate in the established range for the class of position. However, the City Manager may, in special cases, authorize initial appointment above the minimum. Incremental steps within established salary ranges are to provide a means of recognizing outstanding performance and continued good service. The City may grant, or fail to grant, such merit pay increases as it solely deems appropriate based upon employee

performance. Non-merit factors such as Union activity, race, color or creed may not be considered by the City in granting such increases.

**SECTION 15.3 40-HOUR INCENTIVE.**

As an incentive to volunteer for such positions, an employee (designated as Firefighter (80) or Fire Captain (80)) who is 1) filling a 40-hour position and 2) assigned to the 40-hour schedule shall receive, for so long as both 1) and 2) apply, a wage rate that is two and one-half percent (2 ½%) above the rate established for shift firefighters (designated as Firefighter (106) or Fire Captain (106)) in Appendix C.

**SECTION 15.4 LONGEVITY PAY.**

After five (5) continuous years of service, each employee covered by this Agreement shall have the following amounts added to his base wages

Years of Service	Increase
After 5 years	2%
After 10 years	4%
After 15 years	6%
After 20 years	8%
After 25 years	10%

Base pay shall be the bi-weekly salary from the official pay plan as referenced in Appendices B and C of this Agreement for which the employee is eligible, excluding any other pay adjustment or compensation provided.

**SECTION 15.5 SEVERANCE PAY.**

All permanent employees, upon retirement from the City service who are electing to retire under the provisions of the Illinois Firefighters Pension Law because of length of service, shall be entitled to severance pay equal to two (2) weeks actual salary at the time of retirement. This applies to retirement only where City employees have met the requirements of the Illinois Firefighters Pension Law. This is a one-time only benefit and credit will not be given for part- time or temporary service. The City will compute severance pay on actual wages rather than base wages.

**SECTION 15.6 PAYROLL DEDUCTIONS.**

If the employee so desires, the Finance Department may make certain deductions from his check. Among these are savings and payments to the credit union, United Way contributions political action committee (PAC) contributions and additional withholding tax. All deductions must be requested in writing, dated, and signed by the employee.

**SECTION 15.7 DIRECT DEPOSIT.**

All fire department members covered by this agreement shall have direct deposit for payroll payments.

**SECTION 15.8 ACTING PAY.**

A bargaining unit employee who works in a higher capacity for a minimum of three (3) hours in such higher classification shall receive the rate of pay of the higher classification as acting pay retroactive to the first hour of such consecutive duty time in the higher classification. The

determination as to whether or not the employee has been acting in a higher capacity for three (3) or more hours, and is thus entitled to acting pay, shall be made in accordance with present practice.

#### SECTION 15.9 APPROVED COLLEGE WORK.

The City shall provide an incentive for full-time employees covered by this Agreement to obtain a level of education beyond that of a high school diploma and the minimum requirements for the positions held by the employee.

Employees may not progress to Step F until completing one (1) academic year of Fire Science courses concurrent with Department practice, and may not progress to Step G until obtaining an Associate Degree in Fire Science from an accredited academic institution.

### ARTICLE XVI: GROUP BENEFITS

#### SECTION 16.1 GROUP MEDICAL COVERAGE.

For employees covered by this Agreement, group medical coverage is available from a provider selected by the City Manager, currently the Illinois Department of Central Management Services' Local Government Health Plan. Four plans, which provide certain basic benefits and comprehensive major medical benefits to age sixty-five (65) will be made available to permanent full-time employees and their dependents; and to eligible retired employees under the age of 65 and their dependents under the age of 65. Plans of medical coverage that are secondary coverage to Medicare Parts A and B are available to retired employees at age 65 and their dependents at age 65.

Upon termination of employment for any reason other than retirement, the group coverage shall cease as of the date of the termination of employment. Employees who have been placed on temporary or permanent disability by the Fireman's Pension Fund, and employees who are on injury leave (receiving Worker's Compensation Disability Payments) in excess of three hundred and sixty-five (365) calendar days, may remain on the City's group medical plan at the employee's cost until age sixty-five (65).

#### SECTION 16.2 PERMANENT FULL-TIME EMPLOYEES AND DEPENDENTS.

Each plan coverage month begins on the first day of the calendar month. Employees under this Agreement will be eligible for the medical coverage on the first day of the calendar month next following the date that the employee commences to work. An eligible dependent shall include the covered employee's spouse, eligible dependent children, and civil union partner, as per the current plan provisions.

During the term of this Agreement, employees covered by this Agreement will contribute the monthly amounts specified in Appendix H toward the premium cost of group medical coverage under the City's plan. During the term of this Agreement, modifications to plan benefits, including but not limited to changes in coverage, deductibles, co-pays and out-of-pocket maximum payments, may occur as necessary to maintain plan solvency. Any such modification shall be subject to the provisions of Section 16.8 of this Agreement.

#### SECTION 16.2A HEALTH SAVINGS ACCOUNT (HSA)

For employees who elect coverage under the "High Deductible Plan" the City will make a contribution of \$750 for single coverage and \$1,500 for family coverage to a Health Savings Account (HSA) for each plan year. City agrees that during the calendar year 2018, one half of the HSA contribution shall occur in January and the other half shall be paid in July. For calendar years 2019 and 2020, HSA contributions shall only be made in July. Employees who elect coverage under a plan other than the "High Deductible Plan" are not eligible for an HSA and no City

contribution will be made. For employees who switch from any other plan to the high deductible plan in January of 2018, the City shall make an additional contribution of \$375 for single coverage and \$750 for family coverage to a Health Savings Account. This shall be a one-time option available only during this limited time period.

#### SECTION 16.3 EMPLOYEES ON DISABILITY OR INJURY LEAVE.

Subject to the City's group coverage plan, an employee on disability leave may remain in the group medical plan but the employee must pay the full employee premium, except for an in the line of duty disability as noted below, and the full dependent's premium.

Subject to applicable provisions of Federal and Illinois state statutes an employee on injury leave (worker's compensation leave) may remain in the group medical plan and the City will continue to pay the employee's premium and the City's share of the dependent's premium as provided for in Section 16.2, except where such leave exceeds three hundred and sixty-five (365) calendar days (Section 16.1). Subject to applicable provisions of Federal and Illinois state statutes, if an employee is disabled in the line of duty, the City will pay the employee-only premium so long as the disabled employee is prevented from being gainfully employed elsewhere. If a disabled employee takes employment elsewhere and is eligible to be covered by that employer's group medical plan, the City premium payments for the employee shall cease.

#### SECTION 16.4 RETIRED EMPLOYEES AND DEPENDENTS.

A firefighter who is removed from the City's active payroll because of retirement as a deferred pensioner, retirement from active service, or disability retirement, shall have such rights to continued coverage under the City's group medical plan as are provided by State statute, currently codified as 215 ILCS 5/367f. In addition, except as otherwise provided in Section 18.4A and/or Article XIX of this Agreement, the City will bear the cost of the total premium of the employee only coverage to age sixty-five (65). Further, should any employee under the age of fifty (50) opt for retirement after twenty (20) years or more of service with the City of Galesburg and who also meets the service requirements for pension benefits under the provisions of the various City pension plans, then that employee may remain in the City's medical plan at his own expense to age sixty-five (65). If any covered person attains the age of sixty-five (65), be it the retired employee or a dependent, then said employee or dependent is eligible for coverage secondary to Medicare as described in the first paragraph of Section 18.1. That person at the age of sixty-five (65), be it the retired employee or dependent, immediately becomes eligible for the coverage secondary to Medicare and all other coverage is terminated in regard to that person.

#### SECTION 16.5 UNION AND MANAGEMENT LIABILITY.

The failure of any plan of medical coverage to provide any benefit for which it has contracted, shall result in no liability to the City or to the Union, nor shall such failure be considered a breach by the City or Union of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any plan of medical coverage from any liability it may have to the City, Union, employee, or beneficiary of any employee. The terms of any contract or policy issued by a plan of coverage shall be controlling in all matters pertaining to benefits hereunder.

#### SECTION 16.6 RIGHT OF CONSULTATION.

A difference or conflict between any employee (or his covered dependents) and the plan of coverage regarding claims or coverage shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. Any questions or concerns involving claims or coverage shall be referred to the City Manager's office for clarification.

**SECTION 16.7 HEALTH BENEFITS ADVISORY COMMITTEE.**

Two (2) members of Local #555 shall be allowed to sit in on all Health Benefits Advisory Committee meetings. This will be a non-voting position, however, said employee will be allowed to give his advice regarding proposed changes in the coverage of City employees. Further, the City shall give proper notice to all members of the committee at least two (2) days prior to said meeting.

**SECTION 16.8 ECONOMIC IMPACT NEGOTIATIONS.**

In the event that premium costs increase or any coverage or benefit is decreased during the term of this Agreement, the Union may elect to open the issue of medical coverage with the City, for the purpose of good faith negotiations over the economic impact of any such change, by serving notice on the City within thirty (30) days of such increase or decrease. Such negotiations shall commence not later than fifteen (15) days after such notice is served.

This provision shall not preclude the City from, as may be deemed necessary, making changes in benefits as provided in Section 16.2, changing service vendors, or passing on to employees their share of premium increases except as otherwise provided for in Section 16.2. The fact of any such change shall not be grievable by the Union; nor shall the City be required to make changes applicable only to firefighters in the City-wide medical plan. This provision is intended to afford the Union the opportunity to negotiate in good faith with the City the economic impact of any such change.

**SECTION 16.9 GROUP DENTAL PLAN.**

For employees covered by this Agreement, group dental coverage is available. A plan which provides certain benefits is available to permanent full-time employees and their dependents. The City will pay the employee's dental premium. The employee will pay for dependent coverage if desired.

**SECTION 16.10 I.R.C. SECTION 125.**

The City will extend its I.R.C. Section 125 Plan to members of the bargaining unit, so long as such plan continues to be authorized by the Internal Revenue Code.

**SECTION 16.11 LIFE INSURANCE.**

The City will provide \$10,000 in term life insurance for each employee covered by this Agreement.

**ARTICLE XVII: RETIREE HEALTH SAVINGS PLAN**

**SECTION 17.1 ESTABLISHMENT.**

The City shall establish a Retiree Health Savings Plan (RHSP) through the ICMA Retirement Corporation ("ICMA-RC") and RHSP accounts shall be established for all employees. The City's participation in the RHSP shall be in accordance with the terms and conditions of the RHSP participation agreement.

**SECTION 17.2 REGULAR CONTRIBUTIONS: NEW AND OPT-OUT EMPLOYEES.**

Employees who are hired after November 25, 2009 shall be entitled to retiree medical coverage by means of their participation in the RHSP. For each such new employee and opt-out employee, the City shall contribute on or about the first payroll date in January ("the contribution date") during each year of this Agreement, or upon the successful conclusion of an employee's

probationary period, if later, \$1,000 plus .25 percent (one-quarter of one percent) of annual salary as of the contribution date.

### SECTION 17.3 MATCHING CONTRIBUTIONS.

Each active employee covered under this agreement shall contribute via payroll deduction \$25 per month into his RHSP account; the City shall match the amount of each such contribution by contributing \$25 per month into the current employee's RHSP account.

### SECTION 17.4 INCENTIVE CONTRIBUTIONS.

As a sick leave non-use incentive, the City will contribute, at the applicable rate of pay as of the first pay period following the beginning of a calendar year, a contribution equal to 72 hours of pay for any eligible shift employee (54 hours for a 40-hour employee) who does not use any sick leave during the previous calendar year, a contribution equal to 48 hours of pay for any eligible shift employee (36 hours for a 40-hour employee) who used one (1) day (24-hour day for a shift employee or 8-hour day for a 40-hour employee) or less of sick leave use during the previous calendar year, and a contribution equal to 24 hours of pay for any eligible shift employee (18 hours for a 40-hour employee) who used more than one (1) but not more than two (2) days of sick leave (24-hour days for a shift employee or 8-hour days for a 40-hour employee) during the previous calendar year. For purposes of this Section, a one-day bereavement period shall not count as sick leave use and, for 40-hour personnel only, up to four (4) hours of released time for routine doctor and dental appointments do not count as sick leave use. In order to be eligible for such incentive contributions, the employee must have at least thirty (30) days of sick leave in his sick leave bank.

### SECTION 17.5 SAVINGS PROVISION.

It is the intention of the parties that the Retiree Health Savings Plan set forth in this Section shall be administered through ICMA-RC as long as it is mutually agreed and legally permitted. Should it occur that, because of circumstances beyond the control of the parties or in the exercise of legally-mandated City prerogatives, the plan administered by ICMA-RC should be terminated, the City agrees that the RHSP trust accounts maintained by ICMA-RC shall be transferred to a voluntary employee beneficiary association (VEBA) plan established under Internal Revenue Code Section 501(c)(9), or the then legal equivalent thereof, and the City's contribution obligations under this Section shall become VEBA contribution obligations. The VEBA to which such contributions are made shall be one selected by mutual agreement of the parties upon notice by the City and the opportunity to bargain over the selection, with such bargaining being subject to resolution by interest arbitration in the event of a failure to agree.

## ARTICLE XVIII: PENSIONS

During the term of this Agreement, employees shall continue to participate in the Firefighter's Pension Fund in accordance with and subject to the provisions of the Statutes of the State of Illinois now applicable or as they may hereafter be amended.

## ARTICLE XIX: RESIDENCY

All employees are required, as a condition of their continued employment with the City, to maintain their principal residences within a radius of twenty (20) miles, by straight-line radius and not as determined by means of a surface streets and roads measurement from Galesburg City hall. This residence requirement shall be construed to mean actual "in fact" living and residing within

the area described herein. Any person appointed to a permanent City position shall become a resident of the described area within thirty (30) days after the expiration of such employee's probationary period if the employee is to be continued in the City's service.

## ARTICLE XX: MISCELLANEOUS PROVISIONS

### SECTION 20.1 ACCEPTANCE OF GIFTS.

No gift or favor given because of his employment with the City of Galesburg shall be accepted by a City employee.

### SECTION 20.2 DEFAULT ON PREMIUMS.

All medical plan premiums which are the sole responsibility of any current or retired employee due the City must be submitted on a timely basis. Unless previous arrangements are made and approved by the City, failure to pay such premiums may result in termination of coverage without liability to the City.

### SECTION 20.3 DRIVER'S LICENSE.

Employees designated by the City to drive firefighting equipment shall be required to obtain and maintain an appropriate driver's license within thirty (30) days of employment. The City agrees to provide equipment and reasonable training on work time to assist employees in obtaining such driver's license. Employees will be allowed to take the driver's test during working hours at a time designated by the City.

### SECTION 20.4A SERVICE OF NOTICES.

Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated, unless otherwise notified in writing:

Notice to the Union shall be addressed to:

President, I.A.F.F., Local #555

150 South Broad Street

Galesburg, Illinois 61401

Notice to the City shall be addressed to:

Human Resource Manager

City Hall

55 West Tompkins Street

Galesburg, Illinois 61401

A basket will be placed in the Central Fire Station Duty Office for these notices and mail.

### SECTION 20.4B EMPLOYEE NOTICES TO EMPLOYER.

Employees shall notify their supervisor within seventy-two (72) hours or the next working day, whichever occurs sooner, of any changes in address, telephone number or marital status. The supervisor will inform the Human Resource Manager immediately of any such transactions in order to update the central personnel records.

### SECTION 20.4C UNION NOTICE TO EMPLOYER.

The Union agrees to furnish the City with an up-to-date list of all of its officers and to immediately notify the City of any changes thereto.



#### SECTION 20.5 ORDERLY OPERATIONS.

The City may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operations of the City, consistent with this Agreement.

#### SECTION 20.6 OUTSIDE EMPLOYMENT.

Permanent City employees may not carry on, concurrently with City employment, any private business, undertaking or employment that affects the time or quality of their work, or which casts discredit upon or creates embarrassment for the City government.

#### SECTION 20.7 PERSONAL USE OF CITY PROPERTY.

The use of City property for personal use is prohibited.

#### SECTION 20.8 PHYSICAL FITNESS.

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his job. Whenever a department or division head feels that the physical condition of an employee is endangering his own health, or the safety of his fellow workers, the employee may be requested to submit to a medical examination by a physician without expense to the employee which shall only be for the purpose of determining his physical condition relative to City employment.

The employees covered by this agreement shall be required to submit to the Physical Performance Test set forth below once each year. All bargaining unit members are required to complete this test and have their completion time validated by the Training Captain and a member of the City Fire Management staff. The completion time shall remain confidential.

Bargaining unit members that complete the test in three minutes and 38 seconds (3:38) or less shall receive an additional twelve (12) hours of CTO added to the annual allotment for the next year to be scheduled after all regular vacation scheduling has been completed and subject to the regulations of Article XIII (Consolidated Time Off) of this Agreement. A bargaining unit member may choose to cash-in any or all of these twelve (12) hours of CTO during the next calendar year in addition to the 96 hours of allowable CTO cash-in outlined in Section 13.4 of this Agreement.

Bargaining unit members who fail to complete the test, or whose completion time is in excess of seven minutes (7:00) shall be required to complete the Physical Performance Test every three (3) months until they reach a completion time below seven (7:00) minutes. If a bargaining unit member fails to complete the in seven minutes or less in three successive quarters, that information will be forwarded to the department physician to assist in recommendations to improve the employee's fitness level. The failure of a bargaining unit member to complete the test in seven minutes or less shall not be used in a punitive manner.

Testing shall be administered by the department and may be monitored by a Union representative with the employee's consent. Testing shall be conducted in a time frame after annual department physicals have been conducted, but prior to annual CTO scheduling.

City and the Union agree to discuss, with the intent of reaching agreement, adjustments to these completion times which may be necessary after conclusion of the first year of testing. If the parties fail to reach an agreement regarding adjustment of these times, either party may raise the issue during negotiations for a successor to this Agreement.

Galesburg Fire Department  
Physical Performance Test

Required Gear

Full turnout gear (including gloves) with SCBA. Nomex hoods are optional. Extrication gloves may be worn in place of firefighting gloves.

Course Tasks and Rules

Task 1 - High-rise Stair-climb Evolution:

The course begins at the base of the stairs on the first floor of the burn tower with one (1) hand touching the accordion hose and “on air”. Time begins when the hose is raised to the shoulder. Carry a 50’ accordion section of 2 ½” attack line to the fourth (4<sup>th</sup>) floor of the burn tower. Running up the stairs and taking as many steps as possible is permitted. After reaching the fourth (4<sup>th</sup>) floor, carry the hose (walking) toward the window and drop the hose in the designated location.

Task 2 – Hoist Evolution:

With Hand-over-hand motion, pull a 50’ rolled section of 2 ½” attack line attached to ½” utility rope to the fourth (4<sup>th</sup>) floor of the burn tower. Place the hose in the designated location just inside the window opening. Walk back down to the first (1<sup>st</sup>) level of the burn tower making contact with each step. After returning to the first (1<sup>st</sup>) level, walk to the chopping simulator located just outside the opening to the burn tower.

Task 3 – Chopping Evolution:

Using a 9# dead-blow hammer, drive a length of railroad tie a distance of five feet (5’). You must “strike” the tie. Hooking or dragging the tie will result in the assessment of a fifteen (15) second penalty added to the total time. After driving the tie, drop the sledgehammer and walk a serpentine path a distance of 140’ to the next task.

Task 4 – 1 ¾” Hose Advance:

Pick up the nozzle and place it over the shoulder. Advance (walking) the 100’ length of charged 1 ¾” hose a distance of 75’, crack the nozzle and place it in the designated location. Walk 30’ to the next task.

Task 5 – Victim Rescue Evolution:

Lift the 145# dummy under the arms and drag it backwards a distance of 100’ and place it in the designated location. Total time ends at the completion of this task.

SECTION 20.9 RULES AND REGULATIONS.

All rules, regulations, and departmental orders shall be issued in writing to all bargaining unit employees. The Employer and the employees agree to adhere to those rules, regulations and orders unless and until they are changed in writing.

SECTION 20.10 PRINTING OF THE AGREEMENT.

The City shall be responsible for the printing of twenty five (25) copies of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be shared equally by the parties. The City shall distribute one (1)

copy to each bargaining unit member covered by this Agreement, and shall also provide each new bargaining unit member with a copy within one (1) pay period within their date of hire. This Agreement shall be printed by a Union printer of the City's choice, unless an alternative printing arrangement is mutually agreed to by Local #555 and the City.

#### SECTION 20.11 MANNING LEVELS.

Minimum manning shall be as established by the Fire Chief's General Order #2 Manpower. If the Chief decides to change the manning levels, he shall circulate a proposed new General Order incorporating the change. If the union wishes to bargain over the change, it shall notify the Chief, who shall then delay implementation of the changes for 30 days to allow for bargaining with the union during that period. During bargaining, the union shall be provided with the reasons for the change and the union shall have the opportunity to present alternatives to the change. After consideration of proposed alternatives, the Chief may implement the change unless the union has presented clear and convincing evidence that the change is unwarranted or unnecessary.

#### SECTION 20.12 TELEPHONE.

All employees shall be required as a condition of continued employment, to obtain and maintain an operating telephone.

#### SECTION 20.13 VOTING TIME.

Employees shall be allowed the opportunity to vote in any federal, state, or local general election during work hours.

#### SECTION 20.14 PERSONNEL RULES.

The City's Personnel Rules are not applicable to bargaining unit employees.

#### SECTION 20.15 ORIENTATION AND LAPEL PINS.

The Union will be allowed an opportunity to have a one (1) hour orientation during the first (1<sup>st</sup>) week of employment with all new hires to explain the role of the Union and the benefits of membership. Bargaining unit employees will be permitted to wear the I.A.F.F. Union lapel pin on their uniforms at work in accordance with departmental rules.

#### SECTION 20.16 PROTECTIVE CLOTHING.

The employer shall provide protective clothing, and the employee shall continue to receive station uniforms according to the current practice of the parties. Station uniforms will be provided by the employer. The City shall make efforts to secure grant funding to provide for two (2) sets of firefighting P.P.E. for all bargaining unit members to include but not limited to: bunker gear, nomex hood, and gloves.

#### SECTION 20.17 CLASS A DRESS UNIFORMS AND STATION UNIFORM COMPONENTS.

Effective January 1, 2015, an employee who completes his probationary period after this date shall be provided by the City with a Class A Dress Uniform, according to the current Department specifications, at no cost to the employee. This uniform shall be provided within ninety (90) days after the expiration date of the employee's probationary period. A shift Firefighter shall be provided with an annual trade-in allowance of up to \$250 for replacement of work shoes, belts, Class A uniform upgrades and approved T or polo shirts upon submittal of receipts. Firefighters are required to buy short pants.

For 40 hour employees, a clothing allowance of \$400 will be provided.

## SECTION 20.18 REIMBURSEMENT FOR LOSS OF PERSONAL ITEMS

Employees covered by this agreement will be reimbursed for loss of personal items (including but not limited to: gloves, eyeglasses, contact lenses, personal tools and uniforms) destroyed or damaged in the line of duty in an amount not to exceed \$250 per occurrence.

## ARTICLE XXI: APPRENTICESHIP AND LIAISON OFFICER PROGRAM

The Union agrees to cooperate with the Employer in the Apprenticeship and Liaison Officer Program. There shall be created an Apprenticeship and Liaison Officer Committee jointly established by the Employer and the Union, with equal representation. This Committee shall be charged with the responsibility of developing the guidelines for developing, implementing and administering such programs.

The Committee shall administer the Liaison Program to effectuate the purpose of development a corps of individuals from the community, representing industries, hospitals, financial institutions and the like, to serve as liaison personnel to the Galesburg Fire Department in the event of fire or other emergency at their facility. Such liaison officers will also be used by the Galesburg Fire Department as an auxiliary firefighting unit in the event of a major disaster in the community. Such persons will not be assigned to enter buildings or residences for the purposes of fire suppression, but will be limited to perimeter work, assisting the firefighters in the event of such a major disaster. They will be at all times under the direct supervision and control of the Chief of the Galesburg Fire Department or his assignee. They will wear uniforms and protective clothing that is distinctive from those of the bargaining unit members. Except in the case of such a major disaster, liaison officers will not perform the duties of firefighters and their duties shall be confined to providing information and other similar support services to the Galesburg Fire Department concerning their facilities. No such liaison officer will be summoned except if needed in an advisory nature nor perform any duties of any kind outside those of an advisory nature at the scene of a fire or similar emergency unless all bargaining unit members have been called back for duty because of the emergency.

Apprentice firefighters will be trained and assigned according to the guidelines developed by the Committee. Such persons shall be provided a uniform and protective clothing that is distinctive from that used by the bargaining unit members. Due to their lack of experience, and the possibility of injury to themselves, the public, and the bargaining unit members, apprentices will not be permitted to enter a building or a residence that is on fire. Apprentices will not be paid for their services and will not receive preferential treatment or consideration in the hiring process to become a member of the classified firefighting service of Galesburg.

In the event of a dispute among Committee members that cannot be resolved, the parties agree to refer the difference of opinion to a third party neutral for resolution, as per details and limitations to be mutually agreed for inclusion as an addendum to the contract to include a dispute mechanism for resolving cases of impasse positions of the Committee.

## ARTICLE XXII: MAINTENANCE AND FUTURE DEVELOPMENT OF THE TRAINING SITE

The Hawthorne Training Site shall be recognized as an integral part of the Galesburg Fire Department facilities. Recognition of this therefore extends certain job responsibilities of bargaining unit members to that facility, including:

Maintains the Training Site's permanent structures and facilities to the effect of: maintains order and cleanliness of apparatus, tools, and equipment; sweeps and cleans or vacuums all floors and carpets; cleans and keeps sanitary the bathroom and kitchen areas including toilets, lavatories, showers, counters, cabinets, and appliances. Maintains order the cleanliness of classroom equipment and instructional aids.

Maintains and performs minor repairs of firefighting equipment, vehicles, and apparatus which may be stationed at the Training Site for training purposes.

Participates in the preparation, execution, and clean up operations arising from training activities implemented by the Department for the benefits of offering training opportunities to Department members together with other professional members or groups.

These duties and responsibilities arise from the conduct of regular Fire Department affairs and training activities. Utilization of the training facilities by outside departments, agencies, organizations, or affiliations will require their support in maintaining the order and cleanliness of training site facilities and equipment utilized in the conduct of these outside activities.

The Employer agrees to accept the primary responsibility of maintaining the physical grounds of the Training Site through its other departments by including the Training Site in its regular pattern of grass mowing and snow removal at the Hawthorne Complex. Firefighters shall assist in grounds upkeep by trimming grass, weeds, and brush in areas not easily accessible to large equipment. Firefighters shall use snow blowers and other equipment provided by the Employer to clean sidewalks and other areas not clearable by City plow trucks.

The City may add additional firefighting duties to the foregoing by serving notice of such addition to the Union. This shall not prevent the Union from grieving the question of whether such additional duties are related to firefighting.

Activities involved in the further development of the Training Site performed outside regular duties as outlined under the Job Description (Appendix B) will be considered as voluntary contributions by bargaining unit members.

The Union shall not interfere in any manner with the voluntary work of a bargaining unit member as it relates to equipment, grounds or facilities.

## ARTICLE XXIII: JOB DESCRIPTIONS

The job descriptions for bargaining unit members are set forth in Appendix B.

## ARTICLE XXIV: SAVINGS CLAUSE

If any provision to this Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, by the State of Illinois or the United States of America, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate in good faith the invalidated provisions.

## ARTICLE XXV: ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement, as to those matters specifically stated in this Agreement.

## ARTICLE XXVI: AMENDMENTS

This Agreement may be amended only by mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties and they shall constitute a part of this Agreement.

## ARTICLE XXVII: TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the thirty-first (31) day of December, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

Resolution of disputes as to the terms of the successor agreement shall be in accordance with the procedures of Section 14 of the IPLRA except that the impartial chairman of the arbitration panel shall be selected in accordance with the procedures provided for the selection of an arbitrator specified in Section 5.4 of this Agreement.

## APPENDIX A

### AUTHORIZATION FOR I.A.F.F. UNION DUES AND ASSESSMENTS

I hereby authorize the Finance Department to deduct from my earnings the regular monthly dues, and any annual assessments, uniform in dollar amount, in the amount certified by the Financial Officer of the Union; and further authorize the remittance of such amounts to said local Union in accordance with the currently effective agreement between the City of Galesburg and local Union. This authorization is revocable by a notice in writing by certified mail to the Finance Department with a copy to the said local Union.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and further and separately relieve the City, and department of the City, the Union, and all their officers, representatives or agents from liability therefore.

## APPENDIX B

### JOB DESCRIPTIONS

#### FIREFIGHTER - FIRE DEPARTMENT.

Under direct supervision, combats and extinguishes fire; protects life and property through firefighting activities and the performance of hazardous tasks under emergency conditions and stress; participates in a program of emergency medical services; assists in the routine maintenance of department vehicles, apparatus, equipment, and physical facilities; receives training in methods and techniques related to firefighting; participates in the fire prevention and protection program.

Responds to fire alarms; uses chemical extinguishers, bar, hooks, lines, axes, and ladders to extinguish and/or prevent the spread of fire and protect lives and property; ventilates buildings, holds hose nozzle and directs water streams; may evacuate individuals from the fire and administer first aid to fire victims; participates in salvage and overhaul of equipment.

Drives and operates a pumper or ladder truck and/or rescue van; determines and takes most rapid route to the scene of the fire; positions truck, operates truck controls to regulate pressure and an amount of water flow or assure optimum of utilization of aerial ladders; distributes equipment from the truck to other fire fighters; assists and supervises the reloading of the truck.

Connects hydrant to pumper truck; turns on hydrant, lays hose lines as directed, checks couplings, and straightens hose.

Performs emergency rescue and provides emergency medical treatment in life-threatening situations, including fires, accidents and illnesses; gives necessary immediate treatment to distressed victims using life saving equipment; assures hospital and/or ambulance is contacted as required; may drive emergency van. Employees shall secure certification as an Emergency Medical Technician (minimum EMT or higher ) within twelve (12) months of their date of hire and retain that certification as a condition of employment.

Receives continuous training in firefighting methods, techniques and equipment; participates in critique of firefighting operations after major fires; participates in the review of pre-fire plans for schools, nursing homes and hospitals.

Maintains and performs minor repairs of firefighting equipment, vehicles and apparatus. Participates in home awareness programs and Fire Prevention Week; provides tours of the firehouse; gives speeches to civic and school groups and interprets fire programs to community groups; may act as desk watch or historian at the fire station.

Prepares records and reports such as fire reports and equipment records; provides guidance, instruction and training to other firefighters; may assist Training Instructor as required.

Cleans and maintains fire station facilities; operates offset printing equipment when assigned. Firefighters shall continue to mow the grass at outlying stations and shall perform laundry duties according to the current practice.



With regard to snow removal from the apparatus aprons of fire department facilities, the Employer agrees to have its snowplows clean as part of their regular pattern of snow removal in the City. Firefighters shall use the snowplows, blowers, and other equipment provided by the Employer to clean the sidewalks and other areas not clearable by the City's snowplow trucks. If a fire emergency occurs, and it is necessary to clear an exit path for Fire Department vehicles, bargaining unit members agree to do so.

The City may add additional firefighting duties to the foregoing by serving notice of such addition to the Union. This shall not prevent the Union from grieving the question of whether such additional duties are related to firefighting.

The Union shall not interfere in any manner with the voluntary work of a bargaining unit member as it relates to equipment, grounds or facilities.

Firefighters shall perform the duties of a superior officer as assigned. Firefighters shall perform other duties as assigned or required.

#### FIRE CAPTAIN - FIRE DEPARTMENT.

Any firefighter promoted to Fire Captain shall maintain EMT or higher certification. Under direction, functions as station commander during an assigned shift for an outside firehouse or serves as an administrative aide; supervises an on-going program of facility and equipment maintenance and directs and participates in the containment and suppression of fires; conducts training programs; prepares and maintains a variety of records and reports.

Supervises all activities at an outside fire station for an assigned shift; directs staff in an on-going program of vehicle, equipment and facility maintenance; conducts in-service training and drills of subordinates in firefighting methods and techniques; maintains discipline, evaluates performance and abilities of staff.

Supervises subordinates and participates in the containment and suppression of fires; determines best method of extinguishing fires; directs the operation of pumping equipment, laying of hose lines, rescue of individuals, ventilation of buildings, etc.; directs work of firefighters or assists in their direction when relieved by a superior officer.

Directs staff and participates in home awareness and other fire prevention programs.

The City may add additional firefighting duties to the foregoing by serving notice of such addition on the Union. This shall not prevent the Union from grieving the question of whether such additional duties are related to firefighting.

The Union shall not interfere in any manner with the volunteer work of a bargaining unit member as it relates to equipment, grounds or facilities.

Prepares records and reports of fires, and station and staff activities; recommends and substantiates need for the purchase of new vehicles or equipment.

Serves as administrative aide; prepares, coordinates and maintains a variety of records and reports, such as time and pay records, personnel records, fire inspection reports, fire loss reports, station work activities, and supplies and equipment inventories; reviews building plans and assures compliance

with Fire Codes; coordinates releases to the media; may assist in the preparation of the budget proposal and prepares statistical information to evaluate existing or proposed programs.

Serves as training instructor for an assigned shift; teaches scheduled classes in firefighting techniques, equipment, methods and practices; coordinates or conducts special training programs; prepares related reports.

Assumes responsibility for acting as Battalion Chief in the absence of the superior. Performs other duties as required or assigned.

## APPENDIX C

<b>2018 Sworn Fire Employee Hourly Pay Schedule</b>							
<b>Classification</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
<b>40-hour/week Firefighter *</b>	23.44	24.61	25.85	27.14	28.50	29.92	31.43
<b>53-hour/week Firefighter</b>	17.26	18.12	19.02	19.98	20.97	22.01	23.12
<b>40-hour/week Fire Captain *</b>	25.85	27.14	28.50	29.92	31.43	32.98	34.63
<b>53-hour/week Fire Captain</b>	19.02	19.98	20.97	22.01	23.12	24.28	25.50
*includes 2.5% staff position incentive							
Note: Step F requires a Fire Science Certificate and Step G an Associate Degree in Fire Science							

## APPENDIX D

### LAYOFFS

If during the life of this Agreement, the City reasonably determines that layoffs are necessary due to a lack of work or of funds, it shall provide a thirty (30) day notice to the Union to the effect that it will lay off employees. If either party desires to reopen for negotiations the proposed layoffs or the effects thereof, including the issues of work schedules or work assignments, the party seeking negotiations shall service notice upon the other party within ten (10) calendar days from the date that the 30-day notice is served on the union. If either party serves notice upon the other of a desire to reopen for negotiations in accordance with this Appendix D, the parties shall meet at reasonable times for a period of sixty (60) days, or longer if mutually agreed in writing, in an effort to reach agreement on the issues presented by the notice(s) of desire to reopen. If neither party serves notice of a desire to reopen, the City may proceed with layoffs at the end of the 30-day notice period. Layoffs shall be conducted in accordance with provisions of Section 9.7.

If the Union has served notice of a desire to reopen regarding layoffs, and no agreement is reached during the 60-day negotiations period, the Union may invoke such impasse procedures are available to it under applicable law. Interest arbitration, should it be demanded by the Union, shall be conducted on an expedited basis, with no more than sixty (60) days elapsing between the demand for arbitration and the arbitration award, unless extended by mutual agreement of the parties in writing or by ruling of the arbitrator. The City agrees that it will not implement layoffs pending receipt of an arbitrator's award issued in compliance with the terms of this Appendix D.

## APPENDIX E EMT TRAINING

Where practicable, the necessary training to prepare employees to take EMT-or higher certification examinations and to meet the requirements for maintaining EMT-or higher certification will be provided on duty, without loss of pay, by and through the Galesburg Fire Department, subject to reasonable Department rules regarding training, attendance, and testing.

Overtime shall be paid in accordance with Section 7.3 of this Agreement.

## APPENDIX F DRUG AND ALCOHOL TESTING

It being the desire of the parties to protect the safety of the public and other employees, yet safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted, as follows:

1. The City may order individual employees to submit to breathalyzer, blood or urine tests to determine the presence of alcohol and/or blood or urine tests to determine the presence of drugs where the City has reasonable suspicion to believe the individual employee is then under the influence of alcohol or controlled substances. The City shall set forth in writing to the employee at the time the order to submit the testing is given, the basis for such reasonable suspicion, including all objective facts and reasonable subjective observations and conclusions drawn from those facts.

Reasonable suspicion will be based upon the following:

- A. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment which might result from using or being under the influence of alcohol or controlled substances; or
- B. Information provided by an identifiable third party which is reasonably believed reliable. The identity of the third party shall not be disclosed except when considered relevant to an appeal of a grievance or any disciplinary action.
- C. Any and all accidents/injuries incurred while on duty that, in the non-grieveable judgment of the Fire Department supervisor in charge of accident review and reporting, are likely to be determined to have resulted in property damage of \$1,000 or more or that require immediate treatment by a medical professional.

2. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order, whether or not they believe that reasonable suspicion for the order exists. Refusal to submit to such tests may result in appropriate disciplinary action. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. The City shall present each employee, prior to issuing the order to test, this Agreement and the policy of the City concerning drug and alcohol abuse.

3. The City agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:

- A. Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs;
- B. Establish a chain of custody procedures for both sample collecting and testing that will ensure the integrity of and of each sample and test result;

- C. Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing; if requested by the employer;
- D. Collect all samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
- E. Confirm any sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites;
- F. Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing;
- G. Require that the clinical laboratory report to the City positive result only in the case where both the initial and confirmatory test results are positive as to the same sample;
- H. Provide each employee tested with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the City by the laboratory.

Ensure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the Employer or the employee.

Testing procedures for all breath, blood and urine samples for alcohol and other prohibited drugs and intoxicating compounds shall be in compliance with applicable sampling procedures and shall employ approved evidentiary instruments as required by Il. Adm. Code 20 IL. Adm. Code 1286.

Alcohol Standards: The parties agree to allow the City of Galesburg to administer breathalyzer tests by a trained technician on a properly calibrated breathalyzer to preliminarily determine reasonable suspicion for alcohol impairment by the employee while on duty. A blood alcohol reading on a breathalyzer administered as required under this Article of .01 or higher shall be considered a positive test. A confirmatory test shall be based upon a follow up blood test using the procedures required by this Article.

The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test and any alleged violation of this Agreement.

4. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future employment decision, and the posting of appropriate notices. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law. This Agreement notwithstanding. The City agrees to indemnify and hold harmless the Union for and against any claims, demands or any liability that may arise, reasonable costs and attorney's fees included, as a result of any testing conducted by the City.

5. All discipline in situations involving a positive confirmed test shall be administered as specified herein:

A. First Positive: Except in extreme situations, in the first instance that an employee tests positive on the confirmatory test, and where there are no other City or Department rule violations, the employee may be subject to a suspension not to exceed five (5) work days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

- a. Undergo appropriate treatment as determined by the physician(s) involved, up to and including a physician of the City and/or the City's EAP Coordinator.
- b. Discontinue use of illegal drugs or abuse of alcohol.
- c. The employee agreeing to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City the employee's progress, cooperation, drug and alcohol use dangers perceived in connection with performing job duties and completion or non-completion of treatment.
- d. Complete the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months.
- e. Agree to submit to random testing during hours of work during the period of "after care", and for a period of twelve (12) months following the period of "after care" and
- f. Agree that during this last chance period in (5) above, if the employee tests positive again, the employee may be terminated.

B. Employees who do not agree to the foregoing shall be subject to discipline up to and including termination.

C. Second Positive: After two (2) violations of this policy, the employee shall be discharged from employment.



Upon being convicted of the sale, distribution, manufacture or transfer of an illegal drug, or the illegal sale, distribution, manufacture or transfer of a controlled substance, or felony possession of a controlled substance or any other illegal drug by an employee, an employee shall be immediately dismissed.

Upon being convicted of misdemeanor possession of any illegal drug or controlled substance, an employee will be subject to disciplinary action up to and including dismissal.

6. Voluntary Request for Assistance. Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse and/or before the employee is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance and successfully completes a substance abuse program. When voluntary assistance is requested under this policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City's normal procedure in the operation of its Employee Assistance Program. Employees participating in EAP shall comply with the following requirements:

- A. The City attorney shall be notified of the employee's entry in the EAP. Such information shall be held confidential subject to the employee's compliance with the conditions and agreements established for EAP participation;
- B. The EAP conditions shall include a requirement that the employee be subject to random testing during treatment;
- C. During the period of treatment, the employee shall be required to obtain a fit for duty statement from a physician who shall provide to the Administrator of the EAP. If the employee is determined to be fit for duty, the statement shall be held in confidence. If found not fit, the City shall be notified by the Union President.
  1. If the employee fails to comply with any agreements or conditions for participation in the EAP, the City shall be notified by the Administrator of the EAP.
  2. This employee will be required to submit to random testing for a period of twelve (12) months following the successful completion of treatment. Any further positive drug and alcohol testing may result in termination.

## APPENDIX G

### COMPONENTS OF CTO

Category	Year 0	Year 7	Year 14	Year 22
Current Allocations				
Vacation (a)	144	192	240	288
Personal Day	24	24	24	24
Holiday Time (b)	67.2	67.2	67.2	67.2
Christmas Prem Hol (c)	12	12	12	12
Total	247.2	295.2	343.2	391.2
New PTO Hours	248	296	350	400
Change to 40Hour conversion: .07547	187	223	264	302

- (a) Vacation includes 8 hours for birthday for shift employees
- (b) Holiday time includes hours previously known as comp time
- (c) 12 hrs in CTO instead of added to wages as Premium Holiday P

#### BENEFIT CONVERSION PROCEDURE.

Employees who may be reassigned from a 53-hour work week schedule to a 40-hour work week schedule, or vice-versa, shall have their accumulated compensatory time leave hours, vacation leave hours, (or CTO hours, as applicable) and sick leave hours converted on the following basis:

1. New 40-hour Per Week Employees - To determine the equivalent benefit hours for new 40-hour per week employees, multiply the employee's shift schedule accumulated benefit hours times a conversion factor of .7547.
2. New Shift Employees - To determine the equivalent benefit hours for new shift schedule employees, multiply the employee's 40-hour per week accumulated benefit hours times a conversion factor of 1.325.

APPENDIX H  
Health Insurance Contribution Rates

BCBS monthly Health Plan rates eff 9/1/18				BCBS monthly Health Plan rates eff 9/1/18				BCBS monthly Health Plan rates eff 9/1/18			
\$1500 HDHP				\$750 Ded PPO plan				\$0 Ded PPO			
AFS FIRE EX	Emp Pays	City Pays	Total	AFS FIRE EX	Emp Pays	City Pays	Total	AFS FIRE EX	Emp Pays	City Pays	Total
Single	\$45.96	\$601.50	\$647.46	Single	\$118.64	\$615.10	\$733.74	Single	\$121.36	\$661.16	\$782.52
Emp + 1 dep	\$150.70	\$1,095.56	\$1,246.26	Emp + 1 dep	\$326.88	\$1,084.66	\$1,411.54	Emp + 1 dep	\$342.30	\$1,162.90	\$1,505.20
Family	\$332.18	\$1,321.52	\$1,653.70	Family	\$489.32	\$1,378.84	\$1,868.16	Family	\$513.26	\$1,475.92	\$1,989.18

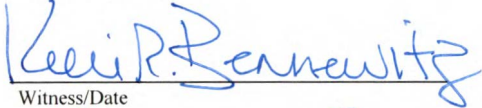
RATIFICATION

Executed this 4 day of December, 2017, after ratification by the Union membership and after receiving approval by the City Council.

CITY OF GALESBURG, ILLINOIS



City Manager/Date



Witness/Date



Witness/Date

I.A.F.F. LOCAL NO. 555

GALESBURG FIREFIGHTERS ASSOCIATION



President/Date

 12/8/17

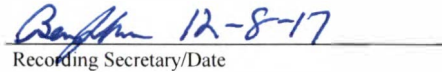
Vice President/Date

 12/8/17

Vice President/Date

 12/08/2017

Treasurer/Date

 12-8-17

Recording Secretary/Date

