

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CITY OF BENTON, ILLINOIS
FIRE DEPARTMENT**

AND

**THE LABORERS' INTERNATIONAL UNION of NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL**

AND

LABORERS' LOCAL 773



Duration: May 1, 2021 through April 30, 2025

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by and between the CITY OF BENTON, ILLINOIS (hereinafter referred to as the "City") and LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL and LABORERS' LOCAL 773 (hereinafter referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by this agreement.

In entering into this Agreement, both parties recognize that the purpose of the City and the general welfare of the public is served by providing quality public and protective services to its citizens in an efficient and responsible manner. Accordingly, the parties recognize that the general purpose of this Agreement is to promote the purpose of the City and the general welfare of the public and to provide for the operation of the City's business under methods and conditions that will, to the fullest extent possible, further safe, harmonious, productive and uninterrupted operations with maximum quality, quantity and efficiency during the term of this Agreement. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes. Further, the parties recognize that it is likewise the purpose of this Agreement to set forth their agreement on pay, hours and other conditions of employment; to provide a procedure for the prompt and peaceful resolution of grievances; to ensure harmonious relationships among the employees, the City and the Union; and to promote and maintain productive and efficient operations.

ARTICLE 1 **RECOGNITION**

Section 1.1. Recognition of Union as Bargaining Agent.

Pursuant to its obligations under the Illinois Public Labor Relations Act ("IPLRA"), the City hereby recognizes the Laborers' International Union of North America as the sole and exclusive bargaining representative with respect to rates of pay, hours of work, and other conditions of employment, for those employees in the bargaining unit set forth in Section 1.2 immediately below. This clause is solely a recognition clause and shall neither be deemed to nor shall constitute a guarantee or obligation (explicit or implied) on the part of the City to continue operations or any portion(s) thereof or as a guarantee of employment to any employee(s).

Section 1.2. Bargaining Unit.

The bargaining unit covered by this Agreement consists of all non-managerial full-time and regular part-time employees performing work as sworn firefighters employed by the City, and excluding all other employees including all professional employees, managerial employees, and confidential employees, as defined in the IPLRA, as amended. In the event that the City appoints one or more individuals to intermediate ranks between the Fire Chief and firefighter, the parties agree to meet and discuss whether such individuals are to be in the bargaining unit; if no agreement is reached, then the parties will file a unit clarification petition to determine if the individuals are "supervisors" as defined by the Act and therefore are to be excluded from the bargaining unit.

The word "employees" as used in the other sections of this Agreement shall mean and apply to persons included within the bargaining unit, unless in the context of the language concerned, a different meaning is clearly apparent. Likewise, the term "firefighter" shall mean those persons holding those positions within the bargaining unit, unless in the context of the language concerned, a different meaning is clearly apparent.

Section 1.3. Classifications Not Guaranteed.

The classifications and job titles used by the City are for descriptive purposes only. Their use is neither an indication of nor a guarantee that these classifications or titles will continue to be utilized by the City.

Section 1.4. New Classifications.

The City shall promptly notify the Union of its decision to implement any 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 automatically become a part of this Agreement at the wage rate of the predecessor title.

If the new classification contains a part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the City of a desire to meet within ten (10) working days of its receipt of the City's notice, the parties will then meet to review the proposed classification and, if unable to reach agreement as to its inclusion or exclusion from the unit, the City shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate under the IPLRA, the parties shall then negotiate as to the proper rate of pay for the classification, with the City free to assign a temporary rate pending resolution of negotiations (and, if necessary, interest arbitration) of the pay rate.

Section 1.5 Minimum Staffing

Due to the current size of the work load in the **City of Benton Fire Department** there shall be a minimum of Five (5) full-time firefighters employed by the City of Benton

Temporary reductions in staff, due to approved time off and/or leaves of any kind or due to termination/resignation of any employees, shall not result in any additional pay for the remaining employees or penalties to the City for periods when staffing falls below the authorized numbers of employees for a period of less than ninety 90 days. If Staffing levels fall below five (5) employees for a period more than ninety (90) days, those terms must be negotiated with the Union.

In the event a sixth (6th) full-time firefighter is employed by the City, the CBA shall be reopened to negotiate the impact of the sixth person. Including but not limited to "Kelly Days", Holidays, and Vacation days.

ARTICLE 2 **UNION REPRESENTATION**

Section 2.1. Union Representatives.

The City recognizes and will deal with Union representatives, including those chosen by the Union from among employees in the bargaining unit.

Section 2.2. Union Stewards.

The Business Manager, of the Local Union shall designate one (1) employee as a Union Steward for the bargaining unit. The Union will advise the City of the scope of responsibility of such Steward.

Section 2.3. Notification of Union Representatives.

The Union will maintain (and keep current) with the City a complete written list of its business agent(s), stewards and staff representatives (including addresses and telephone numbers) who will deal with the City. The City shall be free to refuse to deal with any purported Union representative for whom the City has not received written notification from the Union confirming such individual's status as an official Union representative authorized to deal with the City.

Section 2.4. Union Activity.

The Union agrees that it will not solicit Union membership or carry on any other Union activities during the work time of any employee involved, or carry on such activities in working areas (whether on or off City premises) at any time or in any manner; provided, however, employees shall be allowed paid release time to attend Step 1 grievance meetings if scheduled during regular working hours and that (at the discretion of the City) the designated steward may be allowed reasonable paid release time to process or investigate potential grievances.

A non-employee Union representative may be allowed access to City premises to meet with the City representatives, or to meet with Union stewards, or to carry out other reasonable activities that do not interfere with operations or work performed after advising the City of the matter requiring his attention and after scheduling a mutually agreeable time. Access will not be unreasonably denied, and it is understood that productive relations require communication.

Section 2.5. Dues Check-Off.

The City agrees to deduct from the pay of those employees who individually and voluntarily request it any Union membership dues, assessments, or fees duly established by the Union in accordance with its constitution and by-laws. Within thirty (30) days of receipt of an appropriate written authorization (Appendix C) from an employee, such authorized deduction shall be made in accordance with law. The Union shall advise the City of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. Dues shall only be withheld if sufficient funds are available in the employee's earnings after withholding all other legal and required deductions. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article 3 (No Strike/No Lockout). A Union member desiring to revoke the dues check-off may do so within thirty (30) days written notice to the City and the Union; provided, a member may not revoke his authorization more than once per year.

Section 2.6. Union Administration and Representation Fee.

During the term of this Agreement, employees who are not members of the Union shall pay a Union administration and representation fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement. The amount of said "fair share" fee shall not exceed the dues attributable to being a member of the Union. Such fees shall be deducted by the City commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later or, in the case of a dues check-off revocation pursuant to Section 2.5, commencing with the first full month following such revocation.

It is specifically agreed that any dispute concerning the amount of the administration and representation fee and/or the responsibilities of the Union with respect to fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to the administration and representation fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 2.7. Union Indemnification.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 2.8. Union Use of Bulletin Boards.

The City will make available space for the installation of a bulletin board to be provided by the Union for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE 3
NO STRIKE - NO LOCKOUT

Section 3.1. No Strike.

The grievance and arbitration procedure set forth in Article 6 are the exclusive means of resolving grievances. The procedures of, and before appropriate governmental administrative agencies and courts are the exclusive means of resolving a dispute of any other kind between the employee (and Union) and the City.

Accordingly, there shall not be (nor shall the Union, its agents, officers, stewards, representatives or employees encourage, instigate, promote, sponsor, engage in or sanction) any strike (including sympathy strike), residential picketing, sit-down, stay-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved "work to the rule," situation, mass resignations, mass absenteeism, or any other intentional curtailment, restriction, interruption or interference with work, operations or other activities of the City.

Section 3.2. No Lockout.

During the term of this Agreement, the City will not institute a lockout over a dispute with the Union, unless the City cannot efficiently operate in whole or in part due to a breach of Section 3.1.

Section 3.3. Union Official Responsibility.

Each employee who holds a position of Officer or Steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Accordingly, the Union agrees to notify all Union Officers and Stewards of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work (that is, those who are employees of the City) during any interruption as outlined above. In addition, in the event of a violation of Section 3.1, the Union agrees to inform its members of their obligation under this Agreement and to encourage and direct them to return to work by all means available under its constitution, by-laws, and/or otherwise.

An employee shall not be required (except as required in the course of public safety duties), however, to cross a picket line where, due to express threats and/or overt acts of mass picketing or violence, and the absence of adequate measures to ensure safety and security, the employee reasonably fears personal bodily harm.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1. Union Activity.

There shall be no discrimination, restraint or coercion by the City or by the Union against any employee because of his membership or non-membership in the Union.

Section 4.2. Equal Employment Opportunity.

Neither the City nor the Union shall discriminate in the administration of this Agreement against any employee on the basis of race, color, religion, creed, sex, national origin, citizenship, age, veteran status, or mental or physical disability unrelated to ability to perform essential job functions (all of the foregoing within the restrictions of law). Any grievance relating to an alleged violation of this provision may not proceed beyond Step 1 of the Grievance Procedure as set forth in Article 6, below. Any further recourse, if desired, shall be only through the appropriate administrative agency.

Section 4.3. Accommodation of Disabilities.

The City has full authority to implement any measures, which, in its discretion, it deems necessary to comply with the Americans with Disabilities Act (ADA) or to accommodate a disability there under.

Section 4.4. Gender of Terms.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1. Management Rights Reserved.

The City reserves all the rights, powers and authority customarily exercised by management, except as may be specifically limited by the other terms of this Agreement. These management rights include, but are not limited to, the following:

- to plan, direct, control and determine all operations;
- to determine the City's objectives and policies, and to determine and set

- all standards of service;
- to determine what services, if any, shall be provided, and to determine what services and duties are performed and provided by employees and where they shall be performed;
- to supervise, direct and assign employees reasonably within the scope of their protective services functions;
- to establish the qualifications and conditions for employment and to select, hire, and employ employees;
- to schedule and assign work (including overtime work) and to establish, schedule and change the hours of work (including overtime), subject to the limitations in Article 7.
- to establish and enforce work and performance standards;
- to lay off or relieve employees due to lack of work or funds or for other reasons of economy and efficiency;
- to make and enforce reasonable rules and regulations;
- to promote and transfer employees, subject to other limitations, if any, in this Agreement; and
- to discipline, demote, suspend and discharge employees for cause;
- provided, for sworn firefighters, such actions shall be subject to review only by the Benton Board of Fire and Police Commissioners; provided further, that probationary, temporary, and intermittent employees may be disciplined, demoted, suspended, and discharged without cause.

The exercise of the foregoing rights and responsibilities by the City is limited only by the specific and express terms of this Agreement. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities, and authority under any national, state, county, or local laws or regulations.

Section 5.2. Subcontracting or Assignment of Operations.

- (a) Where it is practical and efficient and qualified employees are available, the City currently ascribes to the general view that it is preferable to use its own employees to perform public safety functions. In the event the City subcontracts or assigns operations presently performed by employees in the bargaining unit and such subcontract or assignment results in the layoff of one or more bargaining unit employees, the City shall provide notice to the Union of such subcontracting or assignment prior to the planned date of implementation. At the timely request of the Union, the City will meet to discuss the decision and to negotiate the effects of such decision. The decision shall not be delayed by such discussions nor by the negotiations over the effects. If negotiations over the effects fail to result in an agreement, the Union reserves all statutory rights to resolve the impasse.
- (b) In the event of a subcontract or assignment under which the subcontractor or assignee employs the individuals previously employed by the City and employs such individuals under terms substantially equivalent to those

under this Agreement, then the City shall have no further duty to negotiate as to the effects of the subcontract or assignment as to such employees.

Section 5.3. Work By Supervisor.

It is fully understood that the City's supervisors are "working" supervisors and that they shall be permitted to perform any work (including work otherwise performed by employees in the bargaining unit after all bargaining unit members have been contacted or have refused) for the operation of the City's business and affairs consistent with past and present practice, and provided that they are legally qualified to perform the work in question.

Section 5.4. No Waiver of Rights.

The failure of the City to exercise any right reserved or retained by it or the exercise of any right in a particular manner, shall not be deemed a waiver of the right of the City to exercise such right, or to preclude the City from exercising such right in some other manner, so long as it does not conflict with an express provision of this Agreement.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1. Definition.

A "grievance" is defined as any complaint arising under and during the term of this Agreement raised by an employee or the Union alleging that there has been an alleged violation, misinterpretation or misapplication of one or more express written provisions of this Agreement, except that any dispute or difference of opinion concerning any matter or issue subject to the jurisdiction of the Benton Board of Fire and Police Commissioners (including discipline, promotion, and hiring) shall not be considered a grievance under this Agreement. Should any dispute or difference of opinion arise, there shall be no suspension or disruption of work of any kind or manner, but such disputes or differences shall be resolved exclusively through the grievance procedure hereinafter specified. Matters of discipline are defined in Article 7 of this Agreement

Section 6.2. Informal Resolution.

Employees are encouraged to resolve through informal discussions with their supervisors any grievances as defined herein. When specifically requested by an employee, a Union Steward may accompany the employee (at a mutually agreed time) to assist in the informal resolution of the grievance. Such informal discussions are not to be construed as a part of the grievance procedure.

Section 6.3. Procedure.

If such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure. The term "working days" as used in the following procedure refers to days the City's offices are open, unless otherwise indicated.

Step 1:

The employee or authorized Union representative shall submit the grievance in writing to the Fire Chief. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief or remedy suggested. All grievances must be presented no later than five (5) days from the date of the occurrence of the events giving rise to the grievance or within five (5) days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of an event or events giving rise to the grievance. The Fire Chief shall render the City's written response to the employee and Union representative within five (5) days after the grievance is presented. If, because of the absence of the Fire Chief, the grievance cannot be submitted in Step 1 within the five-day period provided for such submission, the grievance shall be advanced automatically to Step 2. For purposes of this Section 6.3, the days referenced shall include all days not including contractual days off.

Step 2:

If the grievance is not settled in Step 1 and the Union, with or without the employee, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Commissioner of Public Safety or his designee within five (5) days after the receipt of the City's answer in Step 1, within five (5) days of when the answer was due in Step 1, or, if automatically advanced to Step 2 because of the absence of the Fire Chief within five (5) days from and after the expiration of the time for submission of the grievance in Step 1. The Commissioner of Public Safety or designee shall meet and discuss the grievance at a mutually agreeable time within five (5) days of the receipt of the notice of appeal, with the authorized representative(s) of the Union. If no settlement of the grievance is reached, the Commissioner of Public Safety or designee shall provide the City's written answer to the Union representative(s) within five (5) days following the meeting.

Step 3:

If the grievance is not settled in Step 2, the Union may invoke arbitration by filing a written notice to the Commissioner of Public Safety or designee within five (5) days of receipt of the City's written answer in Step 2 or within five (5) days of when the answer was due in Step 2, whichever is later.

Section 6.4. Arbitration.

If arbitration is invoked as provided in Step 3:

- (1) The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator (or an alternative process) within said ten (10) day period, either party or both parties jointly or severally shall request the Federal Mediation and Conciliation Service to submit simultaneously to both parties a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators and a resident of Illinois or Missouri. Each party retains the right to reject one

panel in its entirety and request that a new panel be submitted. The City and the Union each shall have the right to strike three (3) names from the panel, with the Union first striking three (3) names, then the City striking three (3) names. The person remaining after all strikes are made shall be the arbitrator.

- (2) The arbitrator shall be notified of his selection by the FMCS and shall be requested to schedule a mutually agreeable date, time, and place for the hearing.
- (3) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or relevant documents. The City and the Union retain the right to employ legal counsel.
- (4) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing, unless extended by mutual agreement of the parties.
- (5) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (6) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.5. Limitations on Authority of Arbitrator.

- (1) The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues of contract administration or application appealed to arbitration, and shall have no authority to make a decision on any issue not so submitted. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement in relation to the facts of the grievance presented. Subject to the arbitrator's compliance with the provisions of this Section 6.5, the arbitrator's decision shall be final and binding.
- (2) If no joint written stipulation of the issue is agreed to by the City and Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised.
- (3) The arbitrator shall be without power to make recommendations contrary

to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not, in any way, limit or interfere with the duties and responsibilities of the City under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the City, the Union, and the employee, and all parties will abide by it. No decision or remedy proposed by the arbitrator shall be retroactive prior to five (5) days before the date the grievance was presented in writing. Any such arbitration decisions shall be in accordance with 710 ILCS 5/1 ET. SEQ..

Section 6.6. Employee Right to Self-Representation.

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union representative is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement.

Section 6.7. Group Grievances.

If a grievance involving two or more employees arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, it may be submitted as a group grievance in accordance with the procedure set forth in Section 6.3 above, provided that any such grievance shall be signed by any employees who want their grievance heard as a group grievance. The resolution of a group grievance shall be limited to those employees who are identified by name in the grievance.

Section 6.8. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within five (5) working days after notice or implementation (whichever occurs first) of the contested action or inaction giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered "waived." Likewise, if a grievance is not appealed by the Union within any of the time limits set forth in Sections 6.3 and 6.4 it shall be considered "waived" and may not be processed or pursued further. If the City does not hold a meeting or 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. The parties may, by mutual agreement, in writing, extend any of the time limits set forth in this Article.

Section 6.9. Processing Of Grievances.

Grievances may be investigated and processed during working hours by authorized representatives of the Union, provided that such activities do not interfere with the normal operations of the City. The names of authorized Union representatives who may represent employees at each step of the grievance procedure shall be certified in writing

to the City by the Union.

The parties shall endeavor to schedule grievance meetings specified in Section 6.3 at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the City during work hours, the grievant and/or Steward shall be released from duty to attend the meeting without loss of pay, provided they shall remain available for emergency response.

A Steward and the grievant (or a representative grievant in the case of a group grievance) shall be released from duty to attend any arbitration hearing held pursuant to Section 6.4. Additionally, any necessary witnesses shall be released for the period of time required to testify in such arbitration hearing. In no event shall any time spent by any employee in the arbitration hearing be considered time worked by the employee.

Section 6.10. Union Control of Grievance Procedure.

Only the Union, as the exclusive representative of the bargaining unit covered by this Agreement, shall have the right to take to arbitration any grievance which is arbitrable under this Agreement. If the Union refuses to process a grievance on behalf of an employee or if the City and the Union settle any grievance on behalf of an employee hereunder, the employee who has filed such grievance or on whose behalf it has been filed shall be bound conclusively thereby, and the Union may not revive or further process said grievance. Where the Union (or its representative) has the authority or discretion under this Agreement to act or not to act concerning a grievance or dispute, no employee or former employee shall have any right under this Agreement to complain or make a claim because of such Union action or inaction.

**ARTICLE 7
DISCIPLINE AND DISCHARGE**

Discipline: Discipline in the Department shall be progressive and corrective, depending upon the circumstances of each offense, and shall be in all cases based upon just cause. Employees shall be afforded all of the rights set forth in the Firefighter's Disciplinary Act, 50 ILCS 745/1, et seq., and the following:

The Employer shall have the authority to discipline employees as set forth in Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18, et seq., and shall afford the employees those rights set forth therein and the following:

(1) Discipline in the Department shall be limited to oral reprimands, written reprimands, disciplinary suspensions, discharge, or other reasonable disciplinary procedures;

(2) Employees may elect to have their discipline cases reviewed by either the Board of Fire or Police Commissioners in accordance with the above cited statute and

the currently existing rules and regulations of that body, or through the grievance procedure of this Agreement;

(3) In no event shall an employee be entitled to both a hearing before the Board of Fire and Police Commissioners and an arbitrator under the grievance procedure;

(4) Individual employees may file grievances concerning discipline and present them to the Employer and have them settled with the Employer without the intervention of the Union, provided, that the Union shall be notified by the Employer of any such grievance and shall be afforded the opportunity to be present at any conference concerning such grievances. Any resolution of such grievance filed by an individual employee shall be consistent with the Agreement;

(5) Notwithstanding the right of individuals to file grievances and process them through Step 2 of the grievance procedure, only the Union shall have the right to refer grievances to arbitration.

(6) Not more than twenty (20) days after receipt of the Employer's Step 2 response, the Union shall have the right to refer any such discipline grievance to arbitration. If the Union declines to refer the matter to arbitration, or if the employee elects on his own to request a hearing before the Board of Fire and Police Commissioners concerning the discipline, the employee shall file with the Employer an election of forums for the discipline case, indicating which forum he has elected and waiving the right to seek arbitration. This choice shall be irrevocable. If the grievance is to be referred to arbitration, the notice of referral must be accompanied by a signed waiver of the employee's right to request a hearing before the Board of Fire and Police Commissioners. This election shall also be irrevocable. In no event shall an employee have the right to both a hearing before the Board of Fire and Police Commissioners and review by an arbitrator of the same discipline punishment.

ARTICLE 8 **HOURS OF WORK AND OVERTIME**

Section 8.1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per day or per week. Overtime and differential payments shall not be paid for time not worked, nor shall compensation be paid more than once for the same hours worked under any provision of this Article or Agreement. Overtime or differential payments shall not be pyramided or duplicated.

Section 8.2. Work Cycle and Workday.

The annual average weekly hours shall normally be fifty-two point eight (52.8) hours per week with annual hours of 2746 per year. The average weekly hours shall be accomplished by the City providing each employee regularly scheduled to work twenty-four (24) hour shifts with every seventeenth (17th) on duty shift scheduled off (without loss of pay) as a "Kelly Day". Kelly Days must be taken within seventeen (17) days of that cycle and Kelly Days must be traded in twenty-four (24) hour shifts.

Work Schedules.

The City has the discretion and right to establish and change from time-to-time the work schedules upon which the City's operations will run, including the starting and ending times for workdays or shifts, and the days off available on a work schedule. Among available work schedules within their respective departments, employees will generally be allowed to choose schedules based on departmental seniority.

Work Cycle.

The work cycle or workweek for payroll purposes shall normally begin on Sunday night at midnight (i.e., 12:01 a.m. Monday) and ends at midnight the following Sunday (i.e., 11:59 p.m. Sunday).

Section 8.3. Lunch and Break Periods.

Firefighters will be allowed to take a thirty (30) minute in-service paid lunch break during the first eight (8) hours of their scheduled shifts. Firefighters are allowed to use non-active, evening time during their shift to relax and attend to meals or personal care. Due to service requirements, however, all employees must remain available for duty and in communication consistent with their functions during all lunch and break periods.

Section 8.4. Overtime Pay.

All work performed in excess of the regular work periods as scheduled in accordance with Section 7.2 above shall be paid at the rate of time and one-half of the hourly rate of pay as computed from the regular salary (i.e., hours outside the scheduled hours are paid at 150% of the regular hourly rate). Overtime pay shall be received in fifteen (15) minute increments as provided by the FLSA. Overtime pay shall be paid in the paycheck applicable to the pay period in which the overtime is worked.

Section 8.5. Assignment of Overtime.

In scheduling overtime, the City shall attempt to provide twelve (12) hours' advance notice, where the need for overtime is known in advance and where it is otherwise practicable, to the employees concerned. Reasonable requests to be excused from overtime will be honored unless there are not enough qualified employees to perform the overtime work concerned. The City exclusively reserves the right to seek volunteers from the bargaining unit for overtime or to select specific employees for certain overtime assignments based upon the specific skills, ability and experience they may possess. Volunteers will not necessarily be solicited or selected for work in progress. Subject to the foregoing, the City will try to equalize overtime opportunities and/or mandates among employees in a given department or work area using separate voluntary and mandatory turn sheet systems. If an employee demonstrates that he has not been offered his share of overtime opportunities, he shall be given first preference for overtime among employees in his department or work area in the future until the imbalance is corrected.

Section 8.6. Callback Pay Premiums.

A callback is defined as a work assignment which does not immediately precede or follow an employee's regularly scheduled working hours. An employee called back to work after having left work shall receive a minimum of two (2) hours' pay at the rate of

time and one-half his regular rate of pay.

Section 8.7. Court Time.

Employees who are required (by subpoena, or order of the Fire Chief) to be present to testify or for preparation to testify in any court proceeding in the scope of their official duties during any hours in which they were not scheduled to work and which do not immediately precede or follow scheduled hours of work shall be paid the two (2) hour callback premium set forth in Section 8.6 above.

ARTICLE 9
WAGES

Section 9.1. Wage Schedule.

Employees covered by this Agreement shall be compensated in accordance with the wages set forth on the Wage Schedule attached hereto and incorporated herein as Appendix A.

In the event the Employer decides to hire additional firefighter(s), the Union will agree to meet with the Employer for the purpose of discussing and/or negotiating wages.

Section 9.2. Pay Procedures.

Employees shall be paid on a bi-weekly basis. If the regularly scheduled day of pay is a holiday, employees shall be paid on the working day that immediately proceeds that day.

Section 9.3. Benefits Accrued Statements.

The City, as part of the employees' bi-weekly pay, will provide a statement of all paid time off accrued with a counterpart statement provided to the Chief.

Section 9.4. Time Change.

Employees scheduled to work during the spring time change to Daylight Savings Time will not lose any compensation by virtue of the "lost" hour (i.e., they will be paid as if they worked the full number of hours normally required by the shift). Employees scheduled to work during the autumn time change back to Standard Time will be paid an extra hour of compensation (at straight or overtime rates, as appropriate) for the additional hour worked as a result of the "doubled" hour.

Section 9.5. Training Time.

Where the City mandates training for an employee, the City will pay for such training and treat such time as time worked for compensation purposes. If an employee requests additional work-related training, the Chief may, in his discretion, approve or disapprove such requests, or approve subject to any conditions (including payment of costs or treatment as time worked or not worked).

Consistent with the City's operational goals and priorities, the City agrees to attempt to equalize approval of requests for training opportunities over a reasonable period of time and subject to its budgetary limitations.

Section 9.6. Per Diem Pay.

Employees required to travel fifty (50) miles from Benton Fire Station for purposes of Duty or Training shall receive thirty seven dollars and fifty cents (\$37.50) per day or twelve dollars and fifty cents (\$12.50) per meal , the daily Per Diem will not be taxed. If there are no receipts provided, the daily Per Diem will be taxed subject to the IRS guidelines.

Section 9.7. Acting Chief Pay.

Where the Fire Chief, in his discretion, appoints a firefighter to serve as Acting Chief for a period of at least one full shift (i.e., 24 hours in the Fire Department), the individual will receive a ten percent (10%) premium for all hours worked in such Acting Chief capacity. The decision to appoint an Acting Chief and who shall serve in that capacity is within the discretion of the Chief (as well as the Commissioner for Public Safety).

Section 9.8 Wage Standards: The City of Benton and the Laborers International Union Local 773 agree that the members of the Bargaining Unit shall receive the highest wage rate percentage increase paid to any other bargaining unit in the City of Benton so long as the bargaining unit, represented by Local 773, is the first unit to accept a wage increase on the percentage or wage negotiated and agreed to and paid to any other bargaining unit, this will then be adjusted in this contract to reflect the higher rate retro-active to the date the wage increase occurred. Additionally, if any other City employee pays less toward the deductible than what has been negotiated with the Fire Department, the members of this group (fire department) shall pay the lesser amount toward the deductible.

ARTICLE 10
SENIORITY: LAYOFF AND RECALL

Section 10.1. Definition of Seniority.

Seniority shall consist of an employee's length of continuous employment by the City in a department and in a position covered by this Agreement since his last date of hire (i.e., the day of actual work). Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during disciplinary suspensions, unauthorized absences, layoffs (except as provided in Section 9.9), or from the first day of an authorized unpaid leave of absence of more than thirty (30) calendar days.

Seniority rights created by this Agreement exist to the extent expressed in the Agreement. Seniority shall not establish any right to the continuation of any work by the City, nor to the continuation of any job classification or arrangement of duties within a classification, but serves as a qualification for benefits as expressly provided for in this Agreement.

Section 10.2. Probationary Period.

All new employees and those hired after loss of seniority (as defined by Section 9.8)

shall be considered probationary employees until they have completed a probationary period equivalent to one (1) year; provided, as to firefighters, the Fire Chief may extend the probationary period for a period of six (6) months for cause, including an inability to adequately evaluate performance. Days worked as a temporary, casual, or intermittent employee, or as an independent contractor, will not be counted towards satisfaction of the probationary period. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period or any extension thereof. Probationary employees shall have no recourse to the grievance or arbitration procedure of the Agreement. Further, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire.

Section 10.3. Part-Time, Temporary, and Intermittent Employees.

The City has the right to hire part-time, temporary, and intermittent employees to the extent permitted by law. "Part-time" employees are those who are regularly scheduled to work at least ninety-six (96) hours but less than one-hundred ninety-three (193) hours per twenty-eight (28) day work cycle in the Fire Department) for at least 40 weeks of the year. Such "part-time" employees shall receive wages as set forth in the Agreement, as well as other benefits under the Agreement for which they specifically qualify under the terms of the Agreement, but shall have no seniority rights nor recourse to the grievance procedure under this Agreement.

"Temporary" employees are those employed by the City for a limited duration, not to exceed six (6) months in a calendar year. "Intermittent" employees are those employed by the City for less than ninety-six (96) hours per work cycle in the Fire Department. "Temporary" and "intermittent" employees are not covered by this Agreement.

Section 10.4. Seniority Upon Return to the Bargaining Unit.

If an employee is promoted or assigned by the City to a position outside of the bargaining unit and is subsequently returned to a bargaining unit position by the City, the employee shall be credited with the years of service outside of the bargaining unit, in addition to the seniority that was previously accumulated as a bargaining unit member.

Section 10.5. Seniority List.

The City will annually provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date and current position. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within thirty (30) days after the Union's receipt of the list.

Section 10.6. Layoff.

The City, in its discretion, shall determine whether layoffs are necessary, in which departments such layoffs are necessary, and which positions will be affected by such layoffs. If it is determined, that layoffs are necessary in department(s) and positions covered by this Agreement, employees covered by this Agreement will be laid off as

follows:

- (1) All probationary employees will be first laid off or terminated, as determined by the City.
- (2) If further reductions are necessary, employees shall be laid off in inverse order of their seniority, provided that the employees who are retained possess the skill, qualifications, experience and physical and mental ability to do the work in a fully satisfactory manner.

Section 10. 7. Recall.

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the reverse order of their layoff (i.e., the last one laid off shall be the first one recalled). A laid off employee is entitled to participate in training available during the term of the layoff at the expense of the employee.

Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail with a copy to the Union Representative, provided that the employee must notify the City of his intention to return to work within three (3) working days after receiving any actual notice of recall (including notice by personal telephone call or otherwise). The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the City with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If the City has not heard from the employee within seven (7) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 10.8. Termination of Seniority.

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (1) quits;
- (2) is discharged and not reinstated;
- (3) retires or is retired;
- (4) falsifies the reason for a leave of absence or is found to be gainfully employed or self-employed during a leave of absence without written permission from the City (which shall be deemed a voluntary quit);
- (5) fails to report to work at the conclusion of an authorized leave of absence or vacation (which shall be deemed a voluntary quit);
- (6) is laid off and fails to timely respond to a notice of recall as provided in Section 9. 7, or fails to report for work at the time prescribed in the notice of recall;

- (7) is laid off or for any other reason does not perform bargaining unit work for the City for a period of twenty-four (24) months, except as provided in Sections 9.3 or 9.9 or otherwise by law; or
- (8) is absent from work for three (3) consecutive working days without notification to or authorization from the City (which shall be deemed a voluntary quit).

Section 10.9. Continuous Employment.

In the event an employee is laid off from the bargaining unit, but continues employment with the City in another capacity and keeps current all training and certifications, such employee will neither lose seniority nor be required to complete a new probationary period upon return to the bargaining unit.

ARTICLE 11
HOLIDAYS

Section 11.1. Holiday Schedule.

Each full-time firefighter is eligible to receive pay for holidays. Temporary employees are not eligible for holiday pay.

The following holidays shall be official holidays for eligible employees:

New Year's Day	Lincoln's Birthday	Good Friday	Easter
Memorial Day	Independence Day	Labor Day	*911
Veterans Day	Thanksgiving Day	Christmas Eve	Christmas Day
September 11th			

Section 11.2. Mandatory Scheduled Work.

Due to the public safety functions performed by employees in the bargaining unit, employees shall work all holidays scheduled as part of their normal schedule. In the event that an employee should request time off on a holiday, such request may be granted at the discretion of the fire chief. The request shall be made a minimum of fifteen (15) days in advance to ensure no undue hardship will be placed upon the City financially or in regards to public safety. Only regular, full-time employees are eligible for holiday pay. All work performed during the twenty-four (24) hour holiday shall be paid at the rate of two times the employee's regular hourly rate of pay. It is understood that should a request for time off be granted, the employee forfeits holiday pay differential.

ARTICLE 12
VACATIONS and PERSONAL DAYS

Section 12.1. Amount of Vacation.

Every employee shall be eligible to earn and use paid vacation time after the completion of six (6) months of full-time employment with the City in a position covered by this Agreement. Vacation allowances shall be earned on a pro-rata monthly basis based on the following schedule:

Length of Completed Service	<u>Firefighters</u>
Upon 6 month anniversary	10.00 hours/month
Upon 4 year anniversary	15.00 hours/month
Upon 9 year anniversary	20.00 hours/month
Upon 14 year anniversary	24.00 hours/month

The anniversary date of each respective employee shall determine how much time is received.

Section 12.2. Eligibility.

Only regular, full-time employees are eligible for vacation benefits. For firefighters, vacation benefits will be accrued in any month in which an employee is paid for at least one hundred sixty-eight (168) hours of work. For purposes of this provision only, compensated paid time off under this Agreement (including vacation, personal days and sick leave) shall count as "hours of work" (workers' compensation leave or unpaid leaves, layoff, or any other unpaid absences shall not count as "hours of work").

Section 12.3. Vacation Pay.

All vacation payments shall be made at the employee's regular straight-time hourly rate of pay (as set forth in Appendix A) in effect.

Section 12.4. Scheduling and Accrual.

Employees shall be granted vacation time by the City in accordance with the following provisions:

- (1) On or before the last day in January, a schedule of days available for vacation in each department during the coming year shall be posted. The employees in each department (and on each shift, if applicable) shall then select their vacation preferences in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. An employee shall sign up for a minimum of a one "week" vacation and a maximum of two consecutive "weeks" on this first vacation pick, and then shall pass the schedule to the next most senior employee. After all employees have made one vacation pick, the schedule will be returned to the most senior employee for a second round of vacation picks, and so on. Employees may schedule but may not take vacation days before they are actually earned.

- (2) Vacation periods selected pursuant to the seniority sign-up procedure shall be submitted to the Fire Chief for review by February 20 of each year. If, upon review, the City determines that the selections do not conform to the requirements of this Article, the proposed vacation schedule shall be returned to the employees for re-selection, with the objective of posting an approved vacation schedule on or before March 1. After the approved vacation schedule has been posted, employees can reschedule or trade previously scheduled vacation days only with approval of the City.
- (3) Any remaining vacation days not selected pursuant to the seniority selection process may be scheduled on a first-come, first-served basis.
- (4) Vacation requests are subject to approval by the Fire Chief, as appropriate. In that regard, reasonable notice of such vacation requests should be made if the employee expects such requests to be approved with a (2) hour minimum requirement.
- (5) Upon the mutual agreement of the employee, each calendar year the Chief, and the Commissioner, accumulated unused vacation time up to a maximum of one-half the allowances an employee will earn in a year may be sold back to the City at the employee's regular rate of pay, unless otherwise mutually agreed in writing among employees, Chief and Commissioner to sell back in excess of the one-half allowance. The employee shall notify the Chief and City Treasurer of request to sell back unused vacation time 21 days in advance.

Section 12.5. Vacation Carryover.

Employees will continue to accumulate vacation allowances for as long as they meet the eligibility requirements set forth in Section 11.2. However, when an employee has reached a total accumulation of four (4) weeks, he will be required to meet with the Chief to schedule the use of at least two (2) weeks of accumulated time so as to reduce the overall balance of time on the books, unless mutually agreed in writing by employee the Chief and the Commissioner to extend the vacation carryover date to a date certain, rather than an indeterminate date, for the mutual benefit of the employee and the department. In the event an employee's vacation is denied or cancelled for operational needs, and the employee is unable to take his vacation during the year, the unused portion may be sold to the City at the employee's regular rate of pay.

Section 12.6. Personal Leave Days.

Each post-probationary employee shall receive personal leave days in accordance with the following schedule:

<u>Position</u>	<u>Personal Leave Allowance</u>
Firefighters	Four (4) twenty-four (24) hour days

Personal days are to be scheduled with the approval of the Chief, although they may also be used in the event of a personal emergency requiring the employee's attention. Personal leave will be required to be utilized at a two (2) hour minimum schedule of use. Personal leave days shall be allocated as above for each fiscal year, to be accrued pro rata during each respective fiscal year. At the discretion of the Chief, a probationary employee may, upon written request, borrow up to one-half (1/2) of their personal leave time that they will receive upon successful completion of probationary status although the time has not formally accrued. If employment is terminated before successful completion of probationary status, the employee will be required to reimburse the City for the value of any time advanced under this subsection.

ARTICLE 13 **INSURANCE**

Section 13.1. Health and Hospitalization Coverage.

The City shall continue to make available to regular full-time employees and their eligible dependents group health and hospitalization insurance coverage and benefits.

Section 13.2. Right to Change Insurance Carriers and Benefits.

The City reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or to self-insure, or to change benefit, cost, co-payment or deductible levels as it deems appropriate for any form of insurance referred to in this Article, provided, changes are not made for unreasonable or punitive purposes and continue to provide substantially similar benefits. The City will notify the Union as much in advance as practical of a change in insurance carriers or insurance, but in no event less than fourteen (14) days prior to the change so as to allow employees to plan accordingly. The City will notify the Union and/or Union Representative and/or designee of open meetings where an employee insurance plan change is being discussed. Failure of the City to unintentionally provide notice is not subject to the grievance procedure.

Section 13.3. Premium Cost Sharing.

The City will continue to pay one hundred percent (100%) of the premium cost of full-time employees' individual group health and hospitalization insurance. The City will pay zero percent (0%) of the premium cost of family, dependent, or spouse coverage above the premium cost of individual coverage and, if the employee elects to obtain family, dependent, and/or spouse coverage, then the employee will pay one hundred percent (100%) of the cost for such additional family, dependent, or spouse coverage. The cost of an employee's portion of insurance premiums will be deducted from his paychecks in equal amounts from the first two paychecks the employee receives each calendar month. In order to obtain affordable insurance, the City reserves the right to increase the deductibles under its group health policy, subject to reimbursement to each employee of actual medical costs incurred within the amount of the increase, pursuant to present City practice. Each full time employee shall be responsible for the first five hundred dollar (\$500.00) portion of his/her deductible on an annual basis.

Section 13.4. Coordination and Substitution of Benefits.

The City's group health and hospitalization program shall include a so-called coordination of benefits provision that provides that the coverage provided by the City is secondary to any other employer-provided insurance available to the employee at no cost. Further, any employee eligible (and any of his dependents covered by the City's program who may also be eligible) shall enroll in all available Medicare coverage(s) and the City's program shall take credit for any and all benefit(s) which such Medicare program(s) would have provided, whether or not the employee (or dependent) actually is enrolled.

Section 13.5. Continuation of Benefits While on Leave or Layoff.

The City shall continue benefits under applicable group insurance as set forth above in this Article while an employee is on an authorized paid leave. During an approved unpaid leave of absence or layoff extending beyond the end of the calendar month in which the leave or layoff began, an employee shall be entitled to coverage under applicable group insurance plans to the extent provided in such plan (s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 13.6. Terms of Insurance Policies to Govern.

The extent of coverage under any insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. Provided the City acts in full and good faith compliance with the obligation to make available insurance coverage and benefits under this Article, the failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or a plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

ARTICLE 14
OTHER LEAVES OF ABSENCE

Section 14.1. Discretionary Leaves.

The City may, at its discretion, grant a leave of absence at the request of an employee without pay under this Section for any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave.

Section 14.2. Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 14.3. Sick Leave.

(1) Purpose and Use of Sick Leave.

Sick leave with pay is provided as a benefit in recognition that employees suffer illness or injury from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interests or health of the employee or fellow employees to work while sick. Accordingly, sick leave may be used only when absence from work is required due to legitimate illness, stress, or injury of the employee. Abuse of sick leave will be subject to discipline, up to and including discharge.

(2) Days Earned.

All full-time employees shall be granted sick leave allowances each fiscal year, to be accrued pro rata during each respective fiscal year.

Firefighters

Four (4) twenty-four hour shifts

(3) Sick Leave Benefit Accumulation.

Employees may accumulate unused sick leave up to 480 hours of sick leave time.

(4) Sick Leave Buy Back.

- (1) If an employee has unused sick time in excess of one hundred ninety-two (192) hours, he may elect to sell back such excess time on February 1 and/or August 1 for all sick days not used over and above the one hundred ninety-two hours, provided that such election shall be given in writing to the City Treasurer not less than thirty (30) days prior to February 1st and/or August 1st of each fiscal year. Failure to give notice shall result in a forfeiture of the right of election hereunder. Sick Leave Buy Backs will be on a separate check.

(5) Termination/Retirement.

Upon layoff, retirement or termination, the City shall pay for all accrued unused sick days up to 480 hours; except, an employee on layoff may elect to keep any accrued unused sick leave time in his bank to be frozen until time of recall.

(6) Reporting of Sick Leave.

Any employee absence from work chargeable against sick leave shall be reported

immediately to the Fire Chief, as appropriate, as soon as possible, but no later than one (1) hour before the start of the scheduled work time. When absences due to illness are in excess of four (4) consecutive days, such absence may be required to be supported by a doctor's certificate at the discretion of the Chief.

As provided in Section 13.6(c), an employee who is absent due to a severe accident or to surgery shall be required to supply a signed doctor's release before he can return to work.

(7) Sick Leave Bank

Employees wishing to donate sick time to co-workers who have exhausted their own sick leave and all other benefit time, and who are suffering from serious, life-threatening illness/injury, or who need time to care for immediate family members may do so in the manner below.

Immediate family members is defined contractually as the employee's legal spouse, children, step children, parents (or any person whose familial relationship was equivalent to a parent), parents-in-law, grandparents, brothers, and sisters.

Employees may be allowed to donate up to 360 hours of sick leave per fiscal year to an employee in need. These hours are to be donated in 24 hour blocks consistent with the unit's work shifts. The hours donated shall be given to the Fire Chief and Benton Treasurer in writing. Donating employees must have at least 120 hours of sick time on the books in addition to what is being donated. Moreover, donating employees may not donate hours if they fall below the 120 hour threshold. Once the time has been re-accumulated, additional time may again be donated.

The donation will be irrevocable. The applicant must also be a bargaining unit member of the Fire Department. Applicants may be required to provide confirmation of their status (as suffering from a serious illness/injury) from their physician, but shall not be required to waive any of their privacy rights under HIPAA. Applicants may not use or exceed 3120 hours of donated time in a fiscal year.

Section 14.4. Jury Leave.

Employees covered by this Agreement who are summoned to jury duty shall receive time off without loss of pay, provided that proper notice is given to the City and the employee signs over to the City any jury duty pay received. An employee shall notify the City as soon as practical after being summoned.

Section 14.5. Funeral Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, stepchildren, parents (or any person whose familial relationship was equivalent to a parent), step-parents, parents-in-law, grandparents, brothers, sisters), or any blood relative who has resided in the employee's immediate household for 90 days preceding the date of that relative's death, an employee will be permitted up to forty-eight (48) consecutive hours (if necessary) as funeral leave. Additional time may be granted at the discretion of the Fire Chief. One workday will be granted, if necessary, for purposes of attending the funeral services of other relatives.

Section 14.6. Leave for Non-Duty Related Illness, Injury or Pregnancy.

(a) An employer may not delay designating leave as FMLA leave even if the delay otherwise complies with a collective bargaining agreement, neither the employer nor the employee may decline FMLA protection for that leave. This is the case even if the employer is obligated to provide job protections and other benefits equal to or greater than those required by the FMLA. The City's FMLA policy conforms to Federal and State guidelines. It is the responsibility of the Fire Chief to notify the FMLA officer of possible FMLA leave needs as well as the employees' responsibility to contact the FMLA officer and his/her chief.

(b) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated and paid for by the City (to the extent not paid for by insurance) to determine the employee's capacity to perform work assigned. An unpaid leave of absence for illness, pregnancy or non-job related injury will under no circumstances be granted until an employee's entire accrued vacation leave is first exhausted.

Section 14.7. Assignment Upon Return from Leave.

- (1) An employee returning from an authorized leave will have his seniority continued after the period of the leave. Where the leave is for twelve (12) weeks or less, the City will place the employee in his previous job. If the leave of absence has been extended and is for more than twelve (12) weeks, but the employee has a definite return date within an additional twelve (12) weeks (i.e., twenty-four (24) weeks total), then the City will place the employee in his previous job. If the leave of absence has been extended and is for more than twelve (12) weeks, but the employee has no definite return date with the above limitation, the employee will be placed in his previous job if the job is vacant, or in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal. Any leave shall be negotiated and agreed to in writing with respect to the terms and conditions of the employee's return. An employee returned to a lower-rated classification shall be subject to recall to his former classification if an opening develops.
- (2) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could or would have been laid off according to the layoff procedure set forth in Article 9, except for his leave, he shall go directly on layoff.

Section 14.8. Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, except with the express written approval of the City. Employees who engage in employment elsewhere during such leave may immediately be disciplined, including but not limited to, termination by the City.

ARTICLE 15
GENERAL PROVISIONS

Section 15.1. Notice of Resignation.

If an employee is contemplating resignation, it should be discussed with the Fire Chief, as appropriate, at the earliest possible time. Normally an employee shall give at least three (3) weeks' notice of resignation. Employees shall not be permitted to rescind a notice of resignation.

Section 15.2. Fitness Examinations.

If there is an articulable and reasonable question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Commissioner and Chief may require, at the City's expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional among a panel of at least three (3) independent professionals selected by the City within the network (or otherwise covered within the scope) of the City's health insurance plan. The Commissioner and Chief may also require all employees within the department to take a complete physical examination to ensure reasonable fitness for duty without the risk of harm to themselves or others. In the event an employee fails the physical but there is a favorable prognosis, leave shall be handled as under Section 13.6.

Section 15.3. Outside Employment.

It is recognized that the employment covered by this agreement is for public safety and that emergencies may arise requiring a general alarm. In which case, it is important that the City be able to locate as many unit members as possible in a short period of time. In order to assess in preparation for such a need, all unit members who are either self-employed or employed by a third party shall keep the City, through the Fire Chief, notified of a reasonable means of contacting them by providing, where applicable, a phone number, location, and identity of employer, or other means of reasonable contact under the circumstances.

It is the responsibility of the employee to refrain from situations involving a direct conflict of interest with the City of Benton.

Section 15.4. Drug and Alcohol Testing.

In order to help provide a safe work environment and to protect the public by insuring that public safety officials have the physical stamina and emotional stability to perform

their assigned duties, the Fire Chief may require employees to submit to a urinalysis test and/or other appropriate test up to three times per year per employee at a time and place designated by the City. If an employee tests positive in any such random test, the employee shall be required to seek assistance and will be subject to disciplinary action up to and including discharge for refusing to do so or failing to follow the prescribed treatment plan. If the same employee tests positive a second time, the test results shall be submitted to the Fire Chief, as appropriate, for disciplinary action up to and including bringing charges seeking discharge before the Board of Fire and Police Commissioners. Drug and alcohol testing may also be required where there is reasonable suspicion for such testing. If an employee tests positive in any such reasonable suspicion test, the employee will be subject to disciplinary action up to and including discharge.

At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. Before testing, a written protocol of procedures shall be provided by the laboratory to the tested employees. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted at City expense. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. Threshold metabolite levels for prohibited substances shall be as set and changed from time to time by the Substance Abuse & Mental Health Administration or otherwise as forensically or scientifically reasonable. Upon request, the City shall provide an employee with a copy of any test results, without charge, which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the City, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample, and the laboratory shall provide a written protocol of its procedures to the City.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the City (except when authorized in the line of duty), abuse of prescribed drugs, failure to report to the Chief any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty (except when authorized in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .00 %), shall be cause for discipline, including termination, subject to confirmation by the Benton Board of Fire and Police Commissioners.

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given based on reasonable suspicion pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the City as

a result of such a request shall not be used in any manner averse to the employee's interests, except relief from duty or (if available) reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current assignment. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to more extensive random testing during and for one year following successful completion of an employee assistance/treatment program. The City's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the City's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off. Nothing in this Section shall be construed to prevent an employee from asserting, or the City from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug use.

Section 15.5. Clothing Allowance.

The City will provide an initial issue of all mandated items of clothing and equipment. Further, the City will make allowances of \$600 per year for each firefighter for purposes of replacement of optional clothing and equipment. Items to be purchased shall be used exclusively in the performance of official duties, and remains the property of the City to be either returned upon the termination or retirement of the employee or otherwise accounted for. Items are to be requisitioned with the approval of the Chief, with copies taken to the City's designee for direct payment to the vendor. The City will absorb the cost of any new mandated item of clothing or equipment.

Section 15.6. Residency.

Firefighters shall reside within a three (3) mile radius of the Benton town square (i.e., the County Courthouse) or corporate limits.

Section 15.7. Personal Property Replacement.

Firefighters shall be entitled to replacement of or reimbursement for any personal property destroyed when, in the exercise of their official duties, the said personal property is destroyed by an outside agent without negligence on behalf of the employee.

Section 15.8. Retirement Appreciation Bonus.

If a full-time employee covered by this Agreement meets the criteria for a retirement incentive bonus referred below, he/she shall be entitled to a retirement bonus payment of twelve thousand, five hundred dollars (\$12,500) for all Tier 1 employees that retire with at least twenty (20) years of service with the City of Benton AND at least 50 years of age or older. If a full time employee covered by this Agreement meets the criteria for a retirement incentive bonus referenced below, he/she shall be entitled to a retirement bonus payment of twelve thousand five hundred dollars (\$12,500) for all Tier 2 employees with at least 20 years of service with the City of Benton AND at least 55 years of age or older. This retirement bonus shall be paid in full to the retiring employee at the time of retirement.

Tier 1 Employees (Downstate Fire Pension):

To be eligible to receive a retirement incentive bonus the employee must meet the following qualifications.

1. An employee who is fifty (50) years of age with at least 20 years of service with the City of Benton.
2. Eligible to retire based on Downstate Fire pension qualifications at the time of the retirement.
3. Voluntarily retires. This does not apply to any employee that resigns

Tier 2 Employees (Downstate Fire Pension):

To be eligible to receive a retirement incentive bonus the employee must meet the following qualifications.

1. An employee who is fifty-five (55) years of age with at least 20 years of service with the City of Benton.
2. Eligible to retire based on Downstate Fire pension qualifications at the time of the retirement.
3. Voluntarily retires. This does not apply to any employee that resigns

All employees hired after April 30, 2021 that meet the above criteria shall be entitled to a five thousand dollar (\$5,000) bonus payment (rather than \$12,500) at retirement.

Section 15.9. Amendment.

This Agreement may be amended or modified during its term only with mutual written consent of both parties.

Section 15.10. Precedence of Agreement.

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written City policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 15.11. External Law.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

Section 15.12. Termination Effect.

Upon the termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement, except as required by law to maintain the status quo on core terms and conditions (e.g., wages, health insurance, paid leave time) pending the outcome of negotiations and/or impasse resolution procedures.

Section 15.13. Retirement/Pensions.

Employee retirement rights shall be governed by state and federal statutes applicable at the time of retirement.

Section 15.14. Senior Firefighter Pay

Senior Firefighter Pay: during their last 12 months of employment, firefighters who have served the City at least 19 years as a firefighter shall be promoted to the rank of Master Firefighter. This promotion is intended to afford the City and the Department the opportunity to utilize the experience, training and expertise of these senior firefighters to the benefit less senior firemen and the Departments overall mission.

During the period of an employee's service in the rank of Senior Firefighter, they shall assist the Department in mentoring and training less senior officers at the direction of the Fire Chief during their regular hours of work, in addition to their regular fireman duties. Senior Firefighters shall be paid \$400 per month while serving in the rank. Such sum shall not be included when calculating severance pay, but shall be considered as salary attached to the rank of Senior Firefighter for all purposes other than overtime, vacation, sick leave, etc. The City may extend the term of the Senior Firefighter beyond one year, but such assignment extension shall be at the discretion of the City.

If Senior Firefighter withdraws retirement request the employee shall reimburse all monies earned.

Section 15.15 Educational Bonus Pay

On May 1st of each year of this Agreement, eligible members shall receive bonus incentive pay for advanced educational degrees according to the following schedule:

Advanced Fire Officer (Fire Officer 2) \$250

Section 15.16 Illinois Office of State Fire Marshall Basic Operations Fire Fighter Certification.

Effective May 1, 2021, and retroactively paid on all compensated hours, all full-time firemen who have or receive their Basic Operations Fire Fighter Certification shall receive annually on May 1, of each year, in addition to any other agreed upon increases in this Agreement, a one percent (1%) increase to their base pay.

ARTICLE 16
BOARD OF FIRE AND POLICE COMMISSIONERS

The parties recognize that the Board of Fire and Police Commissioners of the City of Benton has certain statutory authority over employees covered by this Agreement, including but not limited to, the right to make, alter and enforce rules and regulations relating to hiring, promotion, discipline and discharge. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners.

ARTICLE 17
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced except to the extent permitted or authorized by law; provided that in such event, all other provisions of this Agreement shall continue in effect.

ARTICLE 18
ENTIRE AGREEMENT

This Agreement, upon execution, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, including the impact or effects of the City's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is expressly agreed that the City may unilaterally make and implement decisions consistent with the City's rights as set forth in Article 5 even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement.

Nothing in this provision or Agreement, however, shall prevent either party from bringing to the attention of the other, issues of mutual concern which would otherwise be mandatory subjects of bargaining and requesting to discuss those matters so as to avoid potential dispute; likewise, nothing shall prevent the parties from mutually agreeing to amend this Agreement or add terms to this Agreement, if they so mutually choose.

ARTICLE 19
DURATION OF AGREEMENT

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in full force and effect until 11:59 p.m. on April 30, 2025. All changes in wages and other economic terms shall be effective May 1, 2021. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by certified mail not later than ninety (90) days nor more than one-hundred twenty (120) days prior to April 30, 2025, or prior to any subsequent annual anniversary of said date that it desires to modify this Agreement, and of the specific changes desired, or to terminate the same. Notice shall be considered to have been given as of the date shown on the postmark. Notwithstanding any provision of this Article or Agreement to the contrary, the Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands.

SIGNATURE PAGE

FOR THE EMPLOYER:

**City of Benton, Illinois
Fire Department**


Fred Kondritz, Mayor

Date: 5/18/2022

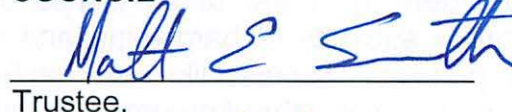
FOR THE UNION:

LABORERS' LOCAL 773


Jerry Womick, Business Manager


Date: 5/14/2022

**THE SOUTHERN AND CENTRAL
ILLINOIS LABORERS' DISTRICT
COUNCIL**


Trustee,

Date: 3/16/22

UNION BARGAINING EMPLOYEES


Jeff Coleman (Union Steward)

Date: 5/17/22


Eric Davis (Bargaining Committee)

Date: 5/17/22


Dylan DeForest (Bargaining Committee)

Date: 5-17-22

APPENDIX "A"

Employees hired before May 1, 2020

Wage increases are given as follows and applied to Appendix "A".

2021: 2.0% 2022:2.0% 2023: 2.0% 2024:2.0%

Employees Hired Before May 1, 2020					
	Current	FY 21/22	FY22/23	FY23/24	FY 24/25
	FY 20/21	2%	2%	2%	2%
Year 1	49999.41	50999.3982	52019.38616	53059.77389	54120.96937
Year 2	50027.16	51027.7032	52048.25726	53089.22241	54151.00686
Year 3	50979.73	51999.3246	53039.31109	54100.09731	55182.09926
Year 4-6	59158.19	60341.3538	61548.18088	62779.14449	64034.72738
Year 7-9	60573.46	61784.9292	63020.62778	64281.04034	65566.66115
Year 10-12	61422.62	62651.0724	63904.09385	65182.17572	66485.81924
Year 13-15	62271.79	63517.2258	64787.57032	66083.32172	67404.98816
Year 16-17	63133.7	64396.374	65684.30148	66997.98751	68337.94726
Year 18-19	63670.1	64943.502	66242.37204	67567.21948	68918.56387
Year 20-24	64189.278	65473.06356	66782.52483	68118.17533	69480.53883
Year 25-30	65668.45	66981.819	68321.45538	69687.88449	71081.64218

Employees Hired Before May 1, 2020 w/ Certification Bonus					
	Current	FY 21/22	FY22/23	FY23/24	FY 24/25
	FY 20/21	2%+1%	2%+1%	2%+1%	2%+1%
Year 1	49999.41	51509.39218	52539.58003	53590.37163	54662.17906
Year 2	50027.16	51537.98023	52568.73984	53620.11463	54692.51693
Year 3	50979.73	52519.31785	53569.7042	54641.09829	55733.92025
Year 4-6	59158.19	60944.76734	62163.66268	63406.93594	64675.07466
Year 7-9	60573.46	62402.77849	63650.83406	64923.85074	66222.32776
Year 10-12	61422.62	63277.58312	64543.13479	65833.99748	67150.67743
Year 13-15	62271.79	64152.39806	65435.44602	66744.15494	68079.03804
Year 16-17	63133.7	65040.33774	66341.14449	67667.96738	69021.32673
Year 18-19	63670.1	65592.93702	66904.79576	68242.89168	69607.74951
Year 20-24	64189.278	66127.7942	67450.35008	68799.35708	70175.34422
Year 25-30	65668.45	67651.63719	69004.66993	70384.76333	71792.4586

Current employees will not receive a reduction in pay due to the changes made in the Agreement.

Appendix "B"

Tier 2 Employees:

Employees hired after May 1, 2020 will be considered Tier 2 employees and shall receive the following wage scale:

Employees Hired After May 1, 2020					
	Current	FY 21/22	FY22/23	FY23/24	FY 24/25
	FY 20/21	2%	2%	2%	2%
Year 1	42,999.41	43,859.40	44,736.59	45,631.32	46,543.94
Year 2	44,999.41	45,899.40	46,817.39	47,753.73	48,708.81
Year 3	47,999.41	48,959.40	49,938.59	50,937.36	51,956.11
Year 4	50,499.41	51,509.40	52,539.59	53,590.38	54,662.19
Year 5	53,699.41	54,773.40	55,868.87	56,986.24	58,125.97
Year 6	57,099.41	58,241.40	59,406.23	60,594.35	61,806.24
Year 7-9	60,573.46	61,784.93	63,020.63	64,281.04	65,566.66
Year 10-12	61,422.62	62,651.07	63,904.09	65,182.18	66,485.82
Year 13-15	62,271.79	63,517.23	64,787.57	66,083.32	67,404.99
Year 16-17	63,133.70	64,396.37	65,684.30	66,997.99	68,337.95
Year 18-19	63,970.10	65,249.50	66,554.49	67,885.58	69,243.29
Year 20-24	64,819.27	66,115.66	67,437.97	68,786.73	70,162.46
Year 25-30	65,668.45	66,981.82	68,321.46	69,687.88	71,081.64

Employees Hired after May 1, 2020 w/ Certification Bonus					
	Current	FY 21/22	FY22/23	FY23/24	FY 24/25
	FY 20/21	2%+1%	2%+1%	2%+1%	2%+1%
Year 1	42,999.41	44,297.99	45,183.95	46,087.63	47,009.38
Year 2	44,999.41	46,358.39	47,285.56	48,231.27	49,195.90
Year 3	47,999.41	49,448.99	50,437.97	51,446.73	52,475.67
Year 4	50,499.41	52,024.49	53,064.98	54,126.28	55,208.81
Year 5	53,699.41	55,321.13	56,427.55	57,556.11	58,707.23
Year 6	57,099.41	58,823.81	60,000.29	61,200.29	62,424.30
Year 7-9	60,573.46	62,402.78	63,650.83	64,923.85	66,222.33
Year 10-12	61,422.62	63,277.58	64,543.13	65,834.00	67,150.68
Year 13-15	62,271.79	64,152.40	65,435.45	66,744.15	68,079.04
Year 16-17	63,133.70	65,040.34	66,341.14	67,667.97	69,021.33
Year 18-19	63,970.10	65,902.00	67,220.04	68,564.44	69,935.73
Year 20-24	64,819.27	66,776.81	68,112.35	69,474.60	70,864.09
Year 25-30	65,668.45	67,651.64	69,004.67	70,384.76	71,792.46

Senior Employees will not receive a reduction in pay due to the changes made in the Agreement.

Appendix "C"
DUES AUTHORIZATION

LABORERS' LOCAL 773
5102 Laborers' Way
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECK OFF AUTHORIZATION AND ASSIGNMENT

Fire Department, City of Benton, Illinois

I, _____, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner. For the effective period of this check off authorization and assignment, I hereby waive any right I may have to resign my Union membership. Furthermore, this check off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, 20_____.

Phone	Employee Signature	
Date of Birth	Social Security Number	
Street Address		
City	State	Zip Code
Initiation Fee	Date Employed	Dues