

JUN 6 1989

In the Matter of the Arbitration between
 City of East St. Louis, Illinois
 and
 International Association of
 Fire Fighters, Local 23

Ill. State Labor Relations Bd.

Case: S-MA-89-66

INTEREST ARBITRATION PANEL AWARD

Appearances: On behalf of the City; Kenwyn A. Redding, Attorney at Law.
 On behalf of the Association; Michael A. Lass, President,
 Municipal-Labor Associate Support Services, Inc.

Members of the Interest Arbitration Panel

Allan J. Harrison, Chairman
 Kelvin Ellis, City Board Member
 Glen Walters, Association Board Member

Introduction

City of East St. Louis, Illinois, hereinafter referred to as the City and International Association of Fire Fighters, Local 23, hereinafter referred to as the Association, were unable to resolve the terms and conditions of a labor agreement. Pursuant to the provisions of the Illinois State Labor Relations Act, the matter was referred to interest arbitration. The City appointed Kelvin Ellis as its board member; the Association appointed Glen Walters as its board member, and Allan J. Harrison was selected as the Chairman of the Arbitration Board and so appointed by the Illinois State Labor Relations Board on April 5, 1989.

With the full concurrence of all parties, a hearing commenced on April 24, 1989, and the parties requested that an effort be made to resolve all issues by continued bargaining under the auspices of the Chairman of the Arbitration Board. Those efforts were continued on April 25, 1989 and again on May 17, 1989. A formal hearing was scheduled for June 1 and, if necessary, June 2, 1989, for final disposition of this matter.

After duly considering the factors which must be taken into account in such interest cases, as required by the statute, and at the conclusion of the formal hearing, the Arbitration Board agreed that the attached document is the Board's

AWARD

In concurrence with this Award *to be fully effective and in force
September 15, 1989 AJH*

Allan J. Harrison

Allan J. Harrison, Chairman

Glen Walters

Glen Walters, Association Board Member

Kelvin Ellis, City Board Member

Not in concurrence with this Award

Glen Walters, Association Board Member

Kelvin Ellis, City Board Member

1989 - 1990
CONTRACT
BETWEEN
THE CITY OF EAST SAINT LOUIS
ILLINOIS
AND
LOCAL UNION NO. 23
OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO, CLC.
1989 - 1990

Tentatively Agreed

April 25, 1989

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1989 - 1990 CONTRACT

BETWEEN

THE CITY OF EAST ST. LOUIS, ILLINOIS

AND .

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL NO. 23, AFL-CIO, CLC.

PREAMBLE

THIS AGREEMENT, entered into this the ____ day of MAY, 1989, by and between the City of East St. Louis, Illinois, a municipal corporation, hereinafter referred to as CITY, and the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 23, hereinafter referred to as UNION.

WITNESSETH:

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees; and

WHEREAS, the parties recognize that this agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Illinois; and

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

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

ARTICLE I GENERAL PROVISIONS

1.1 Mutual Recognition

The City recognizes the Union as the exclusive bargaining agent for all full-time employees of the City's Fire Department, but excluding the Fire Chief, Deputy Fire Chief and Battalion Chiefs.

The Union recognizes the Board of Aldermen, or its designated representatives, as the sole and exclusive representatives

of the City for the purpose of collective bargaining. The parties agree that they will bargain in good faith on matters of wages, hours, and conditions of employment.

1.2 Management Rights

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City.

ARTICLE II DUES CHECK-OFF

2.1 Check-Off

The City agrees to deduct regular monthly Union dues from the pay of the Union member employees and to transmit such deductions to the Union when notified by the Union.

2.2 Recognition

The City recognizes the Financial Secretaries of the Union and the East St. Louis Firefighters Relief and Welfare fund, as the exclusive agents for the East St. Louis Firefighters Relief and Welfare Fund.

2.3 Indemnification

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise out of, or by reason of, any action taken by the City in compliance with this Article.

ARTICLE III WORK DAY - WORK WEEK

3.1 Twenty-four Hour Platoon Duty Employees

Employees covered by the terms of this Agreement shall be assigned to regular work shifts. The regular hours of duty shall be twenty-four (24) consecutive hours on duty, starting at 8:00 a.m. and ending the following 8:00 a.m. The on duty tour of duty shall be followed by forty-eight (48) consecutive hours off duty. The annual average hours per week shall normally not exceed forty-four and eight tenths (44.8) hours. The average weekly hours shall be accomplished by scheduling every 5th on duty shift as a "Kelly Day" off duty.

3.2 Eight-hour Shift Employees

The Instructor and Fire Prevention Officers/Arson Investigators shall be on a forty (40) hour work week. One eight (8) hour tour of duty shall be counted as one work day. Five (5) eight (8) hour tours of duty shall be counted as one (1) work week.

ARTICLE IV RATES OF PAY - OVERTIME

4.1 Rates of Pay

Rates of pay shall be calculated in the following manner:

- A. The hourly rate of pay shall be determined by dividing each fire fighter's annual salary (including all percentage increases and longevity pay increases) by the figure 2337.6.
- B. The time and one-half (1-1/2) rate shall be determined by multiplying the figure arrived at in section 4.1, A., above 150%.
- C. Double time shall be determined by multiplying the figure arrived at in section 4.1, A., above by 200%.

4.2 Rotation

All calls for overtime shall be on a rotation basis and will be on an eight (8) hour minimum call and will be compensated for at the time and one-half rate, with the exception of a call for overtime on holidays, which will be compensated for at the double time rate.

4.3 Compensation

All members called for overtime and reporting to a designated duty station shall receive eight (8) hours of pay at the time and one-half rate or at the double time rate, whichever shall apply. All hours in excess of forty-four and eight tenths (44.8) hours per week shall be compensated at the time and one-half rate. All hours in excess of fifty-three (53) hours per week shall be compensated at the double time rate.

4.4 Special Provisions

The Instructor and Fire Prevention Officers/Arson Investigators shall be paid time and one-half for all work in excess of forty (40) hours per week and at the double time rate for all work in excess of forty-eight (48) hours per week.

ARTICLE V PERSONNEL - MANNING

5.1 Platoons

The personnel of the Fire Department shall be divided into three (3) platoons. Each tour of duty for a platoon shall not exceed twenty-four (24) hours per shift and an average of forty-four and eight tenths (44.8) hours per week, with the exception of the Instructor and Fire Prevention Inspectors/Arson Investigators, who shall work five (5) eight (8) hour shifts per week.

5.2 Manning

Each of the City's engine companies and the "Squirt" shall operate with a minimum of three (3) men per shift, a Captain and/or Lieutenant and Fire Fighter(s) and/or Probationary Fire

Fighter. If necessary for apparatus to be taken out of service, the aerial, platform or ERT will be taken. No probationary fire fighter shall ride the seat of pumpers in place of a Captain or Lieutenant.

5.3 Aerial Companies

Each aerial company shall operate with a minimum of two (2) men; a Captain and/or Lieutenant and/or Fire fighter.

5.4 Chauffeurs

All Chauffeurs and/or Drivers shall hold the rank of either Lieutenant or Captain.

5.5 Fire Prevention Bureau

The Fire Prevention Bureau shall consist of a minimum of three (3) Fire Prevention Bureau Officers/Arson Investigators each holding the rank of Captain. All positions shall be awarded in with Article VI, Section 6.1, of this Agreement.

5.6 Minimum Platoon Duty Positions

The number of platoon duty positions in the category of Captain, Lieutenant and Fire Fighter will not fall below: Fifteen (15) Captains; Twenty-five (25) Lieutenants; and Twenty-one (21) Fire Fighters.

ARTICLE VI ASSIGNMENT

6.1 Vacancies

Assignment to vacant positions for Fire Fighters within a rank shall be on a bid basis, and seniority prevailing, made within thirty (30) days of the occurrence of the vacancy and within ten (10) days after posting of bid results.

6.2 Training and Education

Regular Fire Fighters will be given preference for training programs. Specialized crews shall be formed on a bid basis from the list of trained personnel who have successfully completed the programs. All educational programs for specialization shall be posted in each fire house thirty (30) days prior to beginning of class.

6.3 Assignment to Apparatus

Regular Commissioned Fire Fighters shall constitute the first three (3) men assigned to pumpers, and shall constitute the first two (2) men assigned to the ladder truck, aerial, platform and fire department apparatus.

6.4 Assignment to Fire Prevention Bureau

Regular Commissioned Fire Fighters shall also constitute the men in the Fire Prevention Bureau Vehicle. Regular Commissioned Fire Fighters shall constitute the East St. Louis Fire Department. No person shall be used for the purpose of performing firefighting duties in the City of East St. Louis, Illinois unless said person is a full time commissioned member of the Fire Department.

6.5 Working Out of Rank

When working out of rank, said employee shall be paid at the next rate of pay rank, providing this rate is not lower than said persons regular pay.

6.6 New Positions

Newly created positions shall not become effective until such time as vacancies have been filled and promotions have been made.

6.7 Floaters

When bidded positions become vacant due to vacation, sickness, regular days off, etc., non-bidded personnel will fill the positions within a rank by seniority. Extra personnel on a shift will be assigned on the basis of seniority also.

6.8 Lay-Off and Recall

During the Term of this Agreement the Employer agrees that the Fire Department shall be staffed by a minimum of seventy (70) employees.

In the event that a reduction of the work force is necessary to reach seventy (70) total employees of the Fire Department the following conditions shall be applicable.

- A. No lay-off of employees may be taken until the City first meets with the Union and the parties jointly review and audit the need for a work force reduction. If a reduction is needed, the Union and the City shall jointly encourage employees who are eligible to retire and receive immediate benefits to do so. Any and all other methods of reduction by "Attrition" shall also be considered.
- B. No lay-offs shall be made if a mutually agreed economic alternative can be implemented.
- C. In the event the necessary work force reduction can not be achieved by Attrition or an economic alternative implemented and provided that all other departments, bureaus, divisions, etc. of the City have shared equally and proportionately in the reduction of their

work forces, from the levels established as of 1/1/88, then the City may lay-off the least senior employee(s) from the Fire Department. In the event that a dispute arises affecting layoffs of employees above the minimum specified above, the employer may implement the disputed layoff pending a final decision by an arbitrator. Disputed layoffs reducing the number of employees below the minimum specified herein above, no employee will be laid off unless such proposed lay off is sustained by an arbitrator.

- D. In the event that the number of employees drops below seventy (70), the Employer agrees to first recall any laid off employees, if any. If sufficient employees are not available from recall then the Employer will hire new employees.

ARTICLE VII GRIEVANCE PROCEDURE

7.1 Definition

Crucial to the cooperative spirit between the Union and the City is the sense of fairness and justice brought by the parties to the settlement of employee grievances. Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this agreement, shall be settled in the following manner; ALL ANSWERS WILL BE IN WRITING.

7.2 Procedure, Steps and Time Limits

STEP 1.

The Union with or without an aggrieved employee, shall take up the grievance or dispute in writing or orally with the Fire Chief or his designee within ten (10) business days of its occurrence; if at that time the employee or Union is unaware of the grievance, the employee or the Union shall take it up within ten (10) business days of the knowledge of its occurrence. The Fire Chief or his designee shall then attempt to adjust the matter and shall give the City's response to the employee and the Union within five (5) business days.

STEP 2.

If the grievance remains unadjusted in Step 1., and the Union with or without the employee wishes to appeal the grievance to Step 2., of the Grievance Procedure, it shall be referred in writing to the Mayor or his designee, within five (5) business days after the receipt of the City's answer in Step 1. The written grievance shall be signed and shall set forth relevant facts, the provision(s) of the agreement allegedly violated, and the requested remedy.

For informational purposes only, a copy of the grievance shall be forwarded to the Aldermanic Council President

Pro Tem, and the Chairman of the Aldermanic Council Finance Committee.

The Mayor or his designee shall meet or schedule a meeting to discuss the grievance within ten (10) business days of receipt of the notice of appeal, with the Union, its authorized union representative(s) and the employee (if the employee desires to be present) at a time mutually agreeable to the parties. If no settlement is reached, the Mayor or his designee shall give the City's written answer to the Union within ten (10) business days following their meeting.

STEP 3.

If the grievance remains unresolved within fifteen (15) business days after the reply of the Mayor or his designee is due, either party may, by written notice to the other party, invoke arbitration.

7.3 Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

7.4 Authority of the Arbitrator

The parties may agree that grievance arbitration hearings held pursuant to this procedure may be according to Expedited procedures on any issue(s). The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to

an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this agreement to the fact of the grievance presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

7.5 Expenses of Arbitration

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

7.6 Processing and Time Limits

The time limits set forth in this Article may be extended by mutual written consent of the parties.

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

Grievances may be investigated and processed during working hours by union stewards, representatives and grievance committee members, provided such activities do not interfere with the normal operations of the Fire Department. The Executive Board of Local 23 shall constitute the grievance committee, along with the President. Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as Stewards, and other non-employee Union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the employer by the Union.

Any Union representative, whose participation, in grievance meetings held pursuant to the provisions of this Article, is necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which do not interfere with the normal operations of the Fire Department.

ARTICLE VIII LEAVES OF ABSENCE

8.1 Special Leaves of Absence

The Board of Fire and Police Commissioners may authorize special leaves of absence for a period or periods not to exceed six (6) calendar months in any one (1) calendar year for the following purposes:

With or without pay for attending a college or university, business school, school for workers or training in subjects relating to the employment and which will benefit the City Service; without pay for urgent personal business requiring and employee's attention for an extended period.

8.2 Conventions

The City agrees to allow the number of delegates designated by the convention time off from the Fire Department with no loss of pay to attend the Annual Associated Fire Fighters of Illinois Convention, the International Association of Fire Fighters Convention, and the Illinois Federation of Labor Annual Convention. Expenses are to be borne by the UNION. However, the restriction contained in Article III, Section 1, applies herein.

8.3 Personal Leave

Personal leave shall be granted provided the member secures his own qualified relief for his duty time, and provided the Chief is given three (3) days notice; but for emergency leave, the three (3) day notice may be waived by the Chief.

8.4 Judicial Duties

Members shall be released from duty for any judicial or quasi-judicial duties without any loss of pay only when the employee's appearance is required as a result of circumstances or conditions arising out of the performance of his duties as an employee. Any employee required to serve, and does in fact serve, jury duty on a regularly scheduled working day, he shall receive his regular pay less the jury fees that he receives. Off-duty employees shall only be compensated a minimum of four (4) hours per day for inquests, trials, and worker's compensation hearings, when the employee's appearance is required as a result of circumstances or conditions arising out the performance of his duties as an employee.

ARTICLE IX BEREAVEMENT LEAVE WITH PAY

The City will pay for each day of absence from work, but not to exceed two (2) twenty-four (24) hour tours of duty, for time necessary to attend or arrange for funerals of spouse and children, and one (1) twenty-four (24) hour tour of duty for parents, mothers or father-in-law, brothers or sisters, and grandparents of the employee or spouse.

Employees assigned to eight (8) hour shifts shall be allowed five (5) eight (8) hour shifts off, with pay, for the time necessary to attend or arrange for funerals of spouse and children, and one (3) eight (8) hour shifts for parents, mothers or father-in-law, brothers or sisters, and grandparents of the employee or spouse.

ARTICLE X WAGES

The wages paid to employees shall be according to the schedule attached hereto as Appendix A.

ARTICLE XI INSURANCE

The CITY agrees to pay 80% of the premium for a group life, health, and hospitalization insurance policy for all employees covered by this Agreement and for their families. It is further agreed that the schedule of benefits shall be at least equal to the highest coverage of any other employee of the CITY.

The parties agreed that during the term of this Agreement that a new hospitalization insurance coverages and benefits are to be secured by the City. Once the City has secured and defined the new hospitalization policy and/or plan, it shall give the Union written notice as to the newly proposed provisions and benefits. The parties further agree to meet not later than 15 days of the receipt of said notice for the purpose of negotiating the implementation of the proposed hospitalization insurance.

In the event that no notice or change is made during 1989 either party may re-open this Article for negotiations as provided in Article XXV Duration and Renegotiations, of this Agreement.

ARTICLE XII IDENTIFICATION OF RANKS AND TITLES

12.1 Fire Fighting Force

Chief **
Deputy Chief**
Battalion Chiefs (3)* **
Captains (15)
Instructor (Captain) (1)
Fire Prevention Inspector/Arson Investigators ((3) Captains)
Lieutenants (25)
Fire Fighters (21)

- * included for promotional purposes
- ** included for organizational purposes only

12.2 Vacancies and Promotions

Vacancies within the bargaining unit, created as a result of death, resignation, retirement or discharge for just cause, shall be filled within thirty (30) days of the last day the employee actually worked on duty or was discharged, provided that the City has budgeted and appropriated funds for the vacant position and the funds are available. Promotions which are required to fill vacancies shall be made in rank order from an established list resulting from written examinations given to the employee of the classification immediately below the vacancy. The impact of said exams as to their effect on the members of the bargaining unit shall be mutually agreed upon by the parties. Employees who have achieved relatively equal exam scores shall be listed in priority for promotion according to their seniority.

All promotions shall be made from the next lower rank or position. The position of Battalion Chief shall be a promoted position from among those Captains on an established promotional list.

ARTICLE XIII HOLIDAY PAY

13.1 Holiday Pay

In lieu of paid holidays on the City's ten (10) recognized and observed holidays, the employees annual base salary shall be increased and include eighty-four (84) hours of straight time pay at the employee's basic hourly rate of pay.

13.2 Holidays Observed

The Union shall observe those holidays officially proclaimed and observed by the City of East St. Louis, Illinois.

13.3 Holiday Pay Eligibility

Employees shall only be eligible for holiday pay when they work their scheduled duty shift on the calendar day of the holiday and the calendar day immediately prior to and after the holiday. Employees who fail to meet these requirements may lose eight and four tenths (8.4) hours of pay for the holiday, unless on an authorized leave of absence or verified sickness on the day of the holiday.

ARTICLE XIV UNIFORM ALLOWANCE

14.1 Protective Clothing

The City shall supply protective clothing to members of the Fire Department including helmets, raincoats, boots and bunkers. The standards of equipment furnished shall be established by the Fire Chief of the Fire Department, providing the equipment is in accordance with N.F.P.A. Standards. Equipment must be turned in when worn out or when employment with the Fire Department is discontinued.

14.2 Dress and House Uniform

All clothing such as dress uniforms and house uniforms will be supplied by the City. The City will further replace for all members of the Fire Department all uniforms and equipment necessary to the performance of their respective duties. This replacement shall be with new clothing.

14.3 Clothing Allowance

The clothing to be supplied by the City to all members shall be as follows: six (6) pairs of trousers, three (3) winter shirts, three (3) summer shirts, gloves and jackets, shields, shoes, flashlight and I.D. cards, by May 15, of each year; or Two Hundred Dollars (\$200.00) in lieu of clothing, except that In-

spectors will receive a Four Hundred Dollar (\$400.00) annual clothing allowance.

14.4 Dress Uniform Requirement

Officers and members of the Fire Department of the City of East St. Louis, Illinois shall not be required to wear the official dress uniform of the Fire Department prior to reporting to their respective places of duty nor after they have been relieved therefrom; provided, however, that all officers and members of the Fire Department shall be required to wear the official dress uniform, if issued, at all official functions, parades, funerals, and other such events and functions as the dictates of propriety may require.

ARTICLE XV VACATION

15.1 Earned Vacation

Each member of the Fire Department shall receive an earned vacation with pay as follows:

- A. After one (1) year service-----eight (8) working days
- B. After ten (10) years service-----nine (9) working days

Employee working the eight (8) hour shift shall receive an earned vacation with pay as follows:

- A. After one (1) year service --- fifteen (15) working days
- B. After ten (10) years service -- twenty (20) working days

15.2 Seniority

Vacations will be on a continued twelve (12) month basis, with seniority prevailing.

15.3 Vacation Call

Vacation Call shall be scheduled during the time employees are on duty.

ARTICLE XVI MILITARY SERVICE

All State or Federal laws pertaining to service in the Armed Forces by an employee on temporary leave of absence for such military service is hereby made a part of this Agreement by reference. All leaves of absence for military service will be without pay, except Reserve and National Guard duty. When members are on such duty, they will receive full pay, pro rated on monies received from said branches of service.

ARTICLE XVII UNION ACTIVITIES

17.1 Outside Work Hours

The Union agrees to conduct its business off the job and off the premises, as much as possible. The City agrees to allow the members of the grievance committee sufficient time for the proper processing of a grievance as outlined in this agreement. The aggrieved party shall also be given reasonable time off for the proper processing of his grievance.

17.2 During Work Hours

Representatives of the Union having business with the officers or individual members of the Union may confer with such officer or member during the course of the working day for a reasonable length of time, provided that permission is first obtained from the commanding officer or superior officer of that member, and provided also, that such activities do not interfere with the work of the men on duty.

17.3 Grievances and Bargaining

The City agrees not to deduct such time from the pay of such officers or members, and agrees also, that time spent in the conducting of grievances and in bargaining shall not be deducted from the pay of delegated employee representatives of the Union.

17.4 Grievance Committee

The grievance committee shall be limited to three (3) men, and the bargaining committee will be limited to three (3) men, plus the Union President.

17.5 Presidential Activities

The President, or his duly designated representative, shall be given sufficient time off to attend all such reasonable union activities and shall suffer no loss in pay for such time off.

ARTICLE XVIII SICK LEAVE

18.1 Accumulation

Each member of the Fire Department shall be entitled to a sick leave of one (1) working day with pay for each completed calendar month of service. A job related sickness or injury shall not be charged against accumulated sick leave of members of the East St. Louis Fire Department. Unused sick leave may be accumulated to a maximum of ninety (90) working days.

18.2 Use of Sick Leave

An employee eligible for sick or accident leave with pay may use such sick leave or accident leave for absence due to illness, injury or exposure to contagious disease in the employee's immediate family requiring his services at home. The Chief or

ef shall grant this leave for a period of time, the
which shall be at his discretion. Such leave shall
anted for other verifiable emergencies.

ification

A medical certificate may be required to justify the
of sick leave, after twenty-four (24) continuous duty

After the second occurrence of sick leave in a calendar
ical certificiate shall be required.

ification

Employee on sick leave shall inform his immediate super-
ne fact and the reason, prior to the day of absence or
possible, but not later than 7:00 am on the first day
, and failure to do so will be cause for the denial of
e period of absence, but not in excess of eight (8)
regular pay. An employee assigned to platoon duty must
thin twelve (12) hours prior to return to duty.
Employee assigned to eight (8) hours shifts must call in
an one (1) hour prior to the start of his shift.

ARTICLE XIX LOSS OR DAMAGE

Property

City agrees that employees shall not be charged for any
age of city owned property or materials unless clear
gligence or maliciousness is proven.

Responsibility

the City fail to carry sufficient liability insurance
ch insurance to lapse, the City hereby recognizes its
and assumes full monetary responsibility.

nal Equipment

re Fighter who shall receive any damage or breakage to
l equipment (glasses, etc.) in the line of duty, shall
ed by the City for such damage of breakage if loss is
y the Chief or his assigns.

ARTICLE XX NO OTHER AGREEMENT

ty agrees not to enter into any other agreement, writ-
bal, with bargaining unit personnel, individually or
y, which in any way conflicts with the provisions of
ent, or which usurps the Union's representative func-

ARTICLE XXI EDUCATIONAL INCENTIVE

21.1 Associate Degree

All Fire Fighters with an Associate Degree in Firefighting or related fire fields, from an accredited college or university upon furnishing proof of same and certification by the East St. Louis Fire and Police Board, shall receive Two Hundred Dollars (\$200.00) additional pay each year which shall be in addition to his base pay and all other fringe benefits.

21.2 Bachelor Degrees

All Fire Fighters with a four (4) year B.A. or B.S. Degree in Firefighting or related fire fields from an accredited college or university, upon certification by the East St. Louis Fire and Police Board, shall receive Four Hundred Dollars (\$400.00) additional pay each year (not compounded) in addition to his base pay and all other fringe benefits. The payment of the educational incentive pay shall be made in two equal payments: first, by the 15th of June, and second, by the 15th of December, each year.

21.3 Eligibility

Probationary Fire Fighters are not eligible. However, upon completion of one year of service, all fire fighters become eligible.

ARTICLE XXII DISCIPLINE AND DISCHARGE

22.1 Discipline

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

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

22.2 Notice and Appeal

The City agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the union. Discharge and disciplinary suspensions shall be subject to appeal, at the employee's and/or the Union's option, either to the grievance procedure up to and including arbitration, or pursuant to the appeal and review process of the Fire and Police Commission, as provided by State Statute. Such review procedures are mutually exclusive; i.e. selection of grievance arbitration procedure waives any appeal to the Fire and Police Commission; and selection of the Fire and Police Commission waives any appeal to grievance arbitration procedures.

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

22.3 Personnel File

Disciplinary actions recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense.

22.4 Disciplinary Investigations

The employer, in accordance with the Firemen's Disciplinary Act of the Illinois Revised Statutes, shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists. Employees shall be entitled to have a Union representative present at all meetings with the Employer that could lead to the discipline of the employee.

Prior to taking any final disciplinary action and concluding its investigation, the employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the reason(s) for such contemplated disciplinary action and copies of pertinent documents. The employee shall be entitled to Union representation and shall be given the opportunity to rebut the reasons for such discipline.

ARTICLE XXIII SAVINGS CLAUSE

If any provision of this agreement, or the application of any such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted state or federal legislation, the remaining parts or portions of this agreement shall remain in full force and effect, and the

subject matter of such invalid provision shall be immediately open to negotiations between the parties.

ARTICLE XXIV NO STRIKE AND NO LOCKOUT

No lockout of employees shall be instituted by the employer during the term of this agreement, as a result of a dispute with the union arising out of the terms of this agreement.

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

ARTICLE XXV DURATION AND RENEGOTIATIONS

25.1 Duration and Notice

This agreement and each of its provisions shall be effective as of January 1, 1989 and shall continue in full force and effect until December 31, 1990 and thereafter unless either party shall notify the other in writing 120 days (or by September 1st) prior to the anniversary date of this contract, that it desires to modify and/or amend this Agreement.

25.2 Negotiations

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

25.3 Impasse Resolution

In the event that disputed items cannot be resolved during the negotiations period, all disputed items shall be referred to a three person Arbitration Board, as provided and permitted by the Illinois Public Labor Relations Act.

25.4 Ratification and Enactment

A. If the parties reach a complete agreement as to the items for negotiations at the end of the negotiating period (Section 25.2), the following procedure shall apply:

- i. The agreement will first be presented to the Union membership with the Union's Executive Board's recommendation for ratification.
- ii. Within ten (10) days after ratification by the Union membership, the agreement shall be submitted to the City's Legislative Body for ratification and concurrent adoption in ordinance form. The employer and union shall cooperate to secure this legislative approval.

iii. In the event the City's Legislative Body should reject the recommended agreement, the parties shall meet again within five (5) days of the Legislative vote to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for the rejection; but either party may thereafter invoke arbitration in accordance with Section 25.3 of this Article.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, this the ____ day of May, 1989.

FOR THE UNION:

FOR THE CITY:

For the 1989 Interest Arbitration Panel:

Glen Walters, Union Delegate

Kelvin Ellis, City Delegate

Allan J. Harrison, Chairman

APPENDIX A

SALARY AND WAGE SCHEDULE

Section A.1 Base 1987 Salaries*

The base annual salaries of the employees covered by the terms of this contract effective November 1, 1987 are as follows:

| RANK | BASE SALARY |
|-----------------------------------|-------------|
| A. Probationary Fire Fighter..... | \$20,000.00 |
| B. Fire Fighter..... | 22,000.00 |
| C. Lieutenant..... | 24,500.00 |
| D. Captain..... | 27,000.00 |

* NOTE: Agreement to this Appendix effective 1/1/89, the parties agree that they desire to settle and resolve certain litigation, now pending to wit: Cons. No. 5-88-0335 in the Appellate Court of Illinois, Fifth District, International Association of Fire Fighters Local #23 v. City of East St. Louis, an Appeal from the Circuit Court of St. Clair County, Nos. 88-MR-58 and 87-MR-243, in the following manner. All monies paid by the City hereunder are to be construed as contract damages and not as a wage increase.

Section A.2 Base 1989 - 1990 Salaries

The base annual salaries of the employees covered by the terms of this contract effective January 1, 1989 and January 1, 1990 are as follows:

| RANK | BASE SALARY |
|-----------------------------------|--|
| A. Probationary Fire Fighter..... | 1989...\$17,784.00 1990...\$20,000.00 |
| B. Fire Fighter..... | 1989...\$20,682.00 1990...\$22,000.00 |
| C. Lieutenant..... | 1989...\$22,401.00 1990...\$24,500.00 |
| D. Captain..... | 1989...\$24,397.00 1990...\$27,000.00 |

A. All employees covered by the Arbitration Award ("Award") which resulted in the aforesaid litigation who retired on or after 11/1/87 but prior to the execution of the 1989 "Labor

- Management Agreement ("Agreement") shall receive within 60 days of the execution of this agreement all contract damages to which they are entitled pursuant to the Award.

B. All employees covered by the Award who Retire within 30 days following the execution of this Agreement shall receive all contract damages to which they are entitled pursuant to the Award within 60 days following the date of Retirement.

C. All employees who remain in the employ of the City following the execution of this Agreement, except employees in B., above, shall receive one half of their contract damages starting January 1, 1989 and shall receive the other half starting January 1, 1990.

These employees shall receive their contract damages for the period 11/1/87 to 12/31/88 over a 24 month period starting 1/1/90 at the rate of 1/24th of said contract damages per month until same is paid in full.

D. All employees covered by this Agreement who Retire after execution of this Agreement but before all retroactive contract damages are paid shall receive the balance of any such retroactive contract damages within 60 days of their date of retirement.

E. All employees covered by the Award who are entitled to an educational incentive for the period 1986 up to and including 1989, shall receive same on or before January 1, 1990

Section A.3 Longevity Pay

Longevity pay shall be added to the above base salaries of the employees covered by this agreement at the rate of two and one half percent (2 1/2%) compounded for each five (5) years of completed service to a maximum of fifteen percent (15%) for thirty (30) years of completed service.

Section A.4 Application of Other Wage Increases

Provided further, that in the event that during the term of this contract, the City enters into an agreement with any other employee, union and/or non-union fire department personnel, which provides for a salary increase during the term of this agreement, in excess of that contained in this contract, the City agrees to grant a like increase to those members of the bargaining unit of Local #23, effective as of the date of such other wage agreements.

Local 23 and City Tentative Agreement

4/25/89

Section A.5 Application of Holiday Pay

The application of Holiday pay as to its impact on base pay only, is illustrated in the following schedule:

| | RANK | | BASE SALARY |
|----|--------------------------------|---------|-------------|
| A. | Probationary Fire Fighter..... | 1989... | \$18,423.00 |
| | | 1990... | \$20,719.00 |
| B. | Fire Fighter..... | 1989... | \$21,425.00 |
| | | 1990... | \$22,791.00 |
| C. | Lieutenant..... | 1989... | \$23,206.00 |
| | | 1990... | \$25,380.00 |
| D. | Captain..... | 1989... | \$25,274.00 |
| | | 1990... | \$27,970.00 |

CONS. NO. 5-88-0335
IN THE
APPELLATE COURT OF ILLINOIS
FIFTH DISTRICT

| | | |
|---------------------------|---|---------------------------|
| INTERNATIONAL ASSOCIATION |) | |
| FIREFIGHTERS, LOCAL #23, |) | Appeal from the Circuit |
| |) | Court of St. Clair County |
| Plaintiffs-Appellees, |) | |
| |) | |
| v. |) | Nos. 88-MR-58 and |
| |) | 87-MR-243 |
| CITY OF EAST ST. LOUIS, A |) | |
| municipal Corporation, |) | |
| |) | |
| Defendant-Appellant. |) | |

SETTLEMENT AGREEMENT

Comes now the International Association of Firefighters, Local #23, herein designated as "Union", Plaintiff-Appellee, and the City of East St. Louis, Illinois, a Municipal Corporation, hereinafter designated as "City", and herein stipulate and agree as follows on all matters pertaining to this cause of action:

1. For the purposes of this Settlement Agreement, "Contract damages" shall mean the agreed upon wages of the Union members as stated in the 1980 Collective Bargaining Agreement between the parties, plus any wage increases granted by the City subsequent to said Agreement, plus any negotiated increase of said wages effective as of January 1, 1989 in the parties 1989-1990 labor agreement.

2. Union members shall receive their Contract damages, at the rate of 50% of same in 1990 and 50% of same in 1991 in their wages or retirement benefits, whichever may be the case, pursuant to this cause of action.

3. All Union members who have retired between November, 1987 and the date of execution of Parties 1989-90 Collective Bargaining Contract shall receive their full Contract damages on their retirement benefits.

4. Union members shall receive 50% of their Contract damages, which is to be included in their wages, in 1989. Union members shall receive 50% of their Contract damages, which is to be included in their wages, in 1990.

4.a. For the purposes of settling and resolving this litigation, and for the further purpose of proposing harmonious relationships between the parties, the City agrees to pay 50% of the Contract damages which should have been paid in 1988, in 1992.

5. Any Union member that retires within thirty (30) days after execution of the parties Collective Bargaining Agreement shall receive their full entitlement of their Contract damages on their retirement benefits.

6. The City agrees to pay the reasonable attorney fees and court costs of the Union at the trial and appellate courts.

7. The Union agrees to waive any and all monies that may be due and owing to it, or its members, including, but not limited to, any interest accrued or earned pursuant to this litigation or any awards or orders arising therefrom.

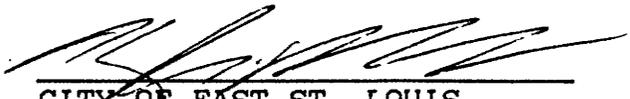
B. The parties agree to mutually petition this court for a dismissal of this action with prejudice within thirty (30) days following full implementation of the Agreement as herein referenced.

WHEREFORE, the parties, and each of them respectively, do hereby acknowledge that they, and each of them, have read the foregoing and that they, and each of them, understand its meaning and contents therein. They, and each of them, further stipulate that each has the authority to execute this Agreement on behalf of the respective parties.

FOR THE UNION:


INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS (AFL-CIO)
LOCAL NO. 23

FOR THE CITY:


CITY OF EAST ST. LOUIS,
ILLINOIS, AN ILLINOIS
MUNICIPAL CORPORATION

APPENDIX B

MEMORANDUM OF UNDERSTANDING

The City of East St. Louis and Local 23 of the International Association of Fire Fighters have reached agreement on a new 1989-90 Labor Agreement. This memorandum of understanding is to clarify and implement certain terms and conditions of said agreement as follows:

1. Section 3.2 Eight-hour Shift Employees

This section is clarified in that the normal work week for eight-hour shift employees shall be from Monday through Friday with the normal hours of work starting at 8:00 a.m. and ending at 4:00 p.m.

2. Section 4.1 Rates of Pay, Subsection A.

Is clarified so that the straight-time hourly rate for eight-hour shift employees is defined as the employee's current annual salary divided by 2080 annual hours.

3. Section 5.5 Fire Prevention Bureau

The position title of "Fire Prevention Bureau Officer/Arson Investigators" means "Fire Prevention Inspectors and/or Arson Investigators."

4. Section 14.3 Clothing Allowance

That the past practice of paying the Training Officer a \$400.00 annual clothing allowance shall be continued.

5. Section 15.1 Earned Vacation

Is hereby clarified that the referenced employee's earned paid vacation shall be earned in 1989 and granted in 1990.

6. Section 3.1 Twenty-four Hour Platoon Duty Employees

The three (3) platoon duty schedule shall be implemented and shall be effective on September 15, 1989, subject to full compliance with the following conditions:

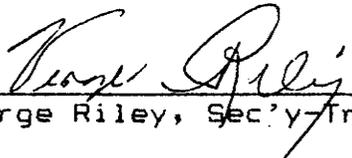
- A. The present "D" shift shall be eliminated with the "D" shift employees being allowed to bid on a timely basis for positions on shifts A, B, or C,

as provided by the applicable terms of the parties labor agreement.

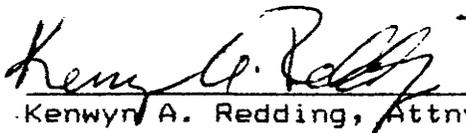
- B. The employees shall have received all retroactive pay due pursuant to the terms of the parties labor agreement not later than September 15, 1989. Retroactive pay shall also include all retro clothing allowance, educational pay and any and all delayed or past due payroll checks due an employee.
7. The City shall, after full compliance with the provisions of this Appendix and as soon as possible thereafter, take the necessary action to dismiss the pending Appellate Court Case No. 5-88-0335 with prejudice and pay reasonable attorney fees and court costs, as provided in the "Settlement Agreement" which is to be submitted to the court and has been executed by the City and the Union this the 1st day of June 1989.

In Agreement the parties have affixed their signature this the 1st day of June, 1989.

FOR THE UNION:


Verge Riley, Sec'y-Treas.

FOR THE CITY:


Kenwyn A. Redding, Attny.