

Labor Agreement
Between The
City of LaSalle
And
LaSalle Professional Fire Fighters Local 4760
Of The
International Association of Fire Fighters

Effective May 1, 2022 through April 30, 2026.

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PREAMBLE

THIS AGREEMENT ENTERED INTO BY THE City of LaSalle, Illinois (hereinafter referred to as the "City" or "Employer") and LaSalle Professional Fire Fighters Local 4760 of the International Association of Fire Fighters (hereinafter referred to as the "Bargaining Unit") or (Union) has as its basic purpose the establishment of: an orderly and harmonious collective bargaining relationship in order to provide to the Citizens of LaSalle the efficient and uninterrupted performance of services; an equitable and peaceful procedure for the resolution of grievances; and an agreement covering wages, hours of work and other terms and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 **RECOGNITION and DUES DEDUCTIONS**

Section 1.1 Recognition

Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-VR-10-003, dated December 14, 2009, the City of LaSalle recognizes the Union as the sole and exclusive collective bargaining representative of all full-time employees of the City of La Salle in the rank of Firefighter and Engineer/EMT, excluding the Fire Chief and all other employees of the City of LaSalle.

Section 1.2 Gender

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

Section 1.3 Payroll Deduction of Union Dues

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fees required as a condition of membership in the Union and shall forward such amount to the Union within seven (7) calendar days after close of the pay period for which deductions are made. The amount deducted shall be set by the Union and certified to the Employer by the Union. The amount of Union dues to be deducted may be changed once in any twelve (12) month period of time. Any change in dues deduction must be submitted to the Fire Chief and/or the payroll clerk in writing at least thirty (30) days in advance of the payroll date in which it is to be effective. Employees have the right to revoke their dues deduction authorization at any time by submitting to the Fire Chief and/or the payroll clerk a written revocation which shall be effective on the payroll date after the receipt of the revocation, if possible, and if not, on the following payroll date. Deductions shall cease upon transfer or termination from covered employment, when there are insufficient funds available in the employee's earnings after withholding all of the legal and required deductions or at any time a strike or work slowdown or stoppage occurs in violation of this agreement.

Section 1.4 Indemnification

The Union shall indemnify and hold harmless the City against any and all claims, suits or judgments brought or issued against the City as a result of any action taken pursuant to the check-off provision contained in this Agreement. In the event of any legal action against the City brought in a court or administrative agency because

of its compliance with this Article of this Agreement, the Union agrees to defend such action, at its own expense and through its own counsel.

ARTICLE 2

NON-DISCRIMINATION

Section 2.1 Prohibition

The City and the Union in the administration of this Agreement, and employees covered by this Agreement, agree not to discriminate against any employee on the basis of race, color, creed, sex, age, national origin, sexual preference, political affiliation and off-duty political activity, exercise the rights provided in the Illinois Public Labor Relations Act or physical or mental disability, all as defined by applicable laws.

Section 2.2 Alleged Violations

Alleged violations of this provision by the City may be processed through the grievance procedure. However, in order to avoid a multiplicity of proceedings on the same issue, grievances concerning alleged violations are not subject to the arbitration provision of this Agreement and shall not be arbitrated.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 Management Rights

The City remains and reserves unto itself all powers, rights authority, duties and responsibilities which statutorily and ordinarily belong to or may be exercised by public employers in the State of Illinois, and has the sole and exclusive right and authority to operate and direct the affairs of the City and all of its departments so long as the exercise of these rights complies with State law, federal law, and the U.S. Constitution. In interpreting this provision, the City shall be deemed to have retained in unlimited fashion all rights that it has not expressly modified and relinquished in the Agreement. Accordingly, except as expressly modified or relinquished in the Agreement, the City's reserved and retained rights include, by way of illustration and not by way of limitation, the discretion and right, from time-to-time, to: determine its mission and set standards of service offered to the public; maintain absolute discretion regarding its overall budget; plan, direct, control, and determine the organization structure, composition, function and operations of all City departments and subdivisions; determine the size and composition of the workforce; establish the qualifications for and select all City employees and supervise and direct their work; assign, allocate, evaluate and transfer employees; determine the number of hours of work and shifts per work week; establish and change work schedules and work assignments; introduce new methods of operation; eliminate, contract, relocate or transfer work; establish work standards and maintain efficiency; suspend, demote, discipline or discharge employees for just cause; layoff or relieve employees from duty because of lack of work or other legitimate reasons; and establish and reinforce rules, regulations and policies.

Section 3.2 Prevailing Rights

All rights, privileges and benefits enjoyed by the employees at the present time which are not covered by this agreement, may be changed by the employer during the term of this agreement so long as the Union retains its right to bargain over the impact of those changes.

ARTICLE 4
WORK SAFETY

Section 4.1 Compliance with Laws

The City agrees to take all reasonable steps to protect the safety and health of its employees. In order to maintain safe working conditions, the City shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All bargaining unit employees shall comply with all safety rules and regulations established by the Employer and are subject to disciplinary action for violations thereof.

Section 4.2 Unsafe Conditions

No employee shall be required to use any equipment or work under conditions that may be deemed unsafe or illegal. When any equipment or condition is found to be unsafe or is in violation of the law, the employee shall notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or continuing to work under such conditions.

Section 4.3 Safety Grievances

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the grievance procedure and a grievance meeting shall be promptly scheduled.

Section 4.4 Immunization

The City agrees to pay all expenses for inoculation or immunization shots for an employee and for members of an employee's immediate family, when it becomes necessary, as a result of the employee's exposure to contagious disease in the line of duty or as recommended by the Illinois Department of Public Health, or as may be required by law.

Section 4.5 Manning and Staffing

This Article does not apply to manning/staffing within the Department, nor serve to infringe upon management rights however the City of LaSalle agrees not to reduce the current level of full time personnel for the remainder of this Agreement.

ARTICLE 5
NO STRIKE – NO LOCKOUT

Section 5.1 No Strike Commitment

Neither the Union nor any employee, agents or employees will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, residential picketing, secondary boycotts, work stoppage, slow down, sit down or other concerted stoppage of work, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the City, regardless of the reason for doing so.

Neither the Union nor any employee shall refuse to cross any picket line, by whomever established. Each employee who holds the position of a Union officer also holds a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

Section 5.2 Resumption of Operations

In the event of action prohibited by Section 5.1 above, the Union agrees to inform its members of their obligation under this Agreement and direct them to return to work and shall use its best efforts to achieve a prompt resumption of formal operation.

Section 5.3 Discipline of Strikers

Any employee who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any action by the Employer against any employee who participates in action prohibited by Section 5.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance procedure. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 5.4 No Lockout Commitment

The City will not, as a result of a labor dispute with the Union, lockout or prevent officers from performing duties as assigned.

Section 5.5 No Contracting

The City agrees that in no event shall it contract or subcontract out for the provisions of any services currently performed by members of the bargaining unit, included but not limited to fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services during the term of this Agreement in accordance with the Firefighter Substitutes Act 65 ILCS 5/10-1-7.1 if to do so would result in the lay off, dismissal or filling a vacancy created by any bargaining unit member. If a regularly scheduled shift is left vacant due to vacation, injury, or illness and no fulltime certificated firefighter is available to fill the vacant shift, after all fulltime certificated members have been offered the shift, the city may offer the unfilled shift to current Paid on Call or part-time members of the LaSalle Fire Department.

ARTICLE 6 **HOURS OF WORK AND OVERTIME**

Section 6.1 Normal Workweek And Workday

The work schedule for the Engineer-EMT's will be a rotating twenty four (24) on, seventy two (72) off shift. The City shall establish a 28 day FLSA Cycle. The standard work week will be an average of forty-two (42) hours per week. The employee's annual hours shall be 2184 hours. For FLSA purposes, straight time will be paid for all hours worked up to fifty three (53) hours a week. If a bargaining unit member is required to work a nonscheduled holiday or Part-time Engineer shift due to injury, illness, or inability to fill said shift, the member shall be paid at one and one half times (1.5X's) their hourly rate for hours worked.

Section 6.2 Overtime Pay

Full time Engineer-EMT's will be compensated time and a half for all hours worked over fifty- three (53) hours in a week as long as he is working in the position of Engineer/EMT.

Engineer-EMT's held over after their regular shift shall be compensated at time and a half for all hours worked in thirty (30) minute increments. Career members of the department who respond off duty will be compensated according to the City of LaSalle ordinance #2371, and as it's amended from time to time. All call back hours as an Engineer-EMT other than normal work schedule will require approval by the Fire Chief.

ARTICLE 7 **HOLIDAYS**

Section 7.1 Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays.

New Year's Day	Veterans Day
Thanksgiving	Good Friday
Friday after Thanksgiving	Easter Sunday
Christmas Eve	Memorial Day
Christmas Day	July 4 th
Labor Day	

Section 7.2 Holiday Compensation

Each Full time Engineer-EMT shall receive eight (8) hours straight time pay for each holiday listed regardless if worked or not. Any Full time Engineer-EMT that calls in sick on a holiday for twelve (12) hours or less shall only earn four (4) hours straight time, and if he calls in sick for an excess of twelve (12) hours, he shall not earn a holiday benefit. Payment shall be made during the pay period which covers each holiday. Such payment shall be pensionable and added to an employee's annual salary.

ARTICLE 8

VACATIONS

Section 8.1 Vacation Accrual

Employees shall earn vacation time in accordance with the following schedule:

After 1 year of completed service ----- 40 hours
After 2 years of completed service ----- 80 hours
After 5 years of completed service ----- 120 hours
After 10 years of completed service ---- 160 hours
After 17 years of completed service ---- 200 hours
After 25 years of completed service – add 8 hours
After 26 years of completed service – add 8 hours
After 27 years of completed service – add 8 hours
After 28 years of completed service – add 8 hours
After 29 years of completed service – add 8 hours

Vacation shall be earned during the twelve (12) month period prior to the employee's anniversary date of hire. The date of hire shall determine when an employee earns an additional week of vacation. The regular vacation pay shall be an employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

8.2 Payment in Lieu of Vacation

If because of operating needs, or other legitimate reasons (including leaves), the employer cannot grant an employee's request for vacation time within a twelve (12) month period after the expiration of the calendar year in which such time was earned, such vacation time may, upon recommendation of the department head, be carried over for one (1) additional year.

8.3 Payment Upon Separation or Death of Employee

Upon termination of employment or the death of an employee, any and all earned but unused vacation shall be liquidated in a cash payment to the terminating employee, or in case of death of the employee, to the employee's estate.

ARTICLE 9

SICK LEAVE

Section 9.1 Accrual and Use of Sick Leave

Each full time employee shall accrue eight (8) sick hours per month starting from date of hire. Sick leave may be taken in not less than four (4) hour increments. There shall be no limit of the number of sick hours that may be accrued or used by an employee of this bargaining unit for the purposes of sick leave. Sick leave shall be used for the illness or injury of the employee or serious illness or injury of members of the employee's immediate family. For purposes of this section, immediate family shall be defined as the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Section 9.2 Verification

The employer may require evidence of illness when there exists just cause or reasonable suspicion of sick leave abuse. Any absence more than twenty-four (24) consecutive hours may require verification in the form of a letter or written report from a medical doctor designating the ailment, treatment and the requirement that the employee be absent from work. The employer will not discipline an employee for legitimate use of sick leave; however, employees who abuse sick leave are subject to discipline in accordance with the provisions of this agreement.

Section 9.3 Unused Sick Leave, Buyback and Firefighter Pension

An employee shall be compensated either in cash or by monies deposited into a RHSA plan for any and all accumulated unused sick leave of 960 hours or less at the time of death, retirement, or lay off from the City of La Salle. The benefit shall be paid at the employee's current rate of pay for eligible hours, of hours accumulated sick leave at the time of death, retirement, or layoff from the City of LaSalle. The rate of pay shall be determined by the employee's straight time hourly rate of pay on his last day of service. For the purpose of this section retirement shall mean actual receipt of a Firefighter Pension.

Section 9.4 Catastrophic Sick Leave

An employee having exhausted all accumulated sick leave and other paid sick leave may request up to two hundred forty (240) additional sick leave hours. Catastrophic illness shall mean a non-duty related illness or injury, which would cause an employee to be off work for a period of time without pay that would cause a financial hardship. The first one hundred twenty (120) hours shall be borrowed from the employee's anticipated sick leave. The City shall provide the last one hundred twenty (120) hours. An employee shall make all requests for catastrophic sick leave in writing to his immediate supervisor for his recommendation to the City administration. A request for catastrophic sick leave shall be reviewed based upon the totality of circumstances surrounding the need/reason for the request. The City's decision shall be final and binding and not subject to the grievance procedure contained in this agreement. Among the factors to be considered in making such determination shall be the following: past use/abuse of sick leave; severity of illness/injury; other mitigating or aggravating factors that may be presented to the City by the employee.

In the event an employee leaves the employment of the City for any reason other than retirement or disability with a negative sick leave balance, the amount owed shall be deducted from the employee's final paycheck.

Section 9.5 On Duty Injury or Illness

Employees who sustain an on the job illness, injury or disability shall be granted, if necessary, up to one (1) year of Injury Leave at full pay and with full accrual of benefits as prescribed in the Public Employee Disability Act (PEDA). While on Injury Leave the employee agrees, to sign over or otherwise return to the City, all lost time compensation received from Workmen's Compensation Insurance. The City shall provide necessary documentation to assure that the portion of regular pay attributable to workers compensation or PEDA shall not be taxable to the employee under current IRS regulations. During the time the employee is receiving this benefit, the employee shall continue to accrue sick leave, vacation and entitled to all benefits covered under this Agreement. The City agrees to abide by the provisions of the Workmen's Compensation Laws of this State, as they may apply to the members of the bargaining unit. Any employee receiving PEDA benefits is prohibited from engaging in any employment, including self-employment, with or without compensation. Employees who are able to engage in other employment while on PEDA benefits and by doing so will not prolong their recovery,

shall so notify the Chief of their intent to work and will be eligible only for the regular Worker's Compensation benefits to which they may be entitled according to law.

9.6 Light Duty Assignments

The City may require an employee who is on duty-related injury leave for more than three (3) consecutive duty shifts to return to work in a light duty assignment provided the employee's physician or the City's physician has reasonably determined that the employee is physically capable of performing the light duty assignment.

Light Duty assignments shall be subject to the following:

1. Such a light duty assignment is available and there is productive work to be done and the employee is currently qualified to perform the duties of such assignment or can be qualified to perform with a minimum of training.
2. The employee's physician or the City's physician has reasonable determined that the employee is physically capable of performing the light duty assignment without significant risk that such return to work will not re-aggravate the injury.
3. A reasonable expectation exists that the employee will be able to assume full duties and responsibilities within a reasonable time, not to exceed twelve (12) months from the date of injury.
4. The hours performed on light duty shall be from 0800-1600 on the employees regularly scheduled shift day Monday through Friday excluding weekends and holidays.
5. While on light duty the employee retains all rights provided injured Firefighters under PEDDA.
6. Duties performed by employees covered by this agreement shall not perform duties covered by any other bargaining unit.

Nothing herein shall be construed to require the city to create light duty assignments for an employee. Light duty assignments may only be available when the city determines that the need exists and only so long as the need exists.

Nothing in this section shall diminish, impair or affect the statutory rights as provided for in Chapter 40 ILCS Section 5/4-101 et seq. relating to pensions for disabled and injured employees. Nothing in this section shall diminish, impair or affect the responsibilities of the pension board in complying with the provisions of Chapter 40 ILCS Section 5/4-101 et seq. relating to pensions.

Nothing in this section shall diminish, impair, or affect the rights and benefits of any employee eligible to receive benefits as a result of an off-duty injury or illness.

ARTICLE 10 **JURY DUTY**

Section 10.1 Jury Duty

Employees who are required to serve on a jury during their regularly scheduled work time shall receive their regular pay for such period of time, provided that such employees verify the time spent and turn over the employer all compensation received for service on jury duty.

Section 10.2 Return to Work

Employees will be required to report for work for any substantial part of the workday not required for jury duty. For purposes of seniority and benefits, time spent on jury duty shall be considered as time worked for the employer

ARTICLE 11 **LEAVES OF ABSENCE**

Section 11.1 Leave of Absence

The Employer may grant leaves of absence without pay to employees for periods not to exceed three (3) months. Such leaves may be extended for good cause, by the employer for additional three (3) month periods. However, a leave of absence will not be granted to an employee to try or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the employer or have the remainder of the unpaid leave terminated immediately.

Section 11.2 Military Reserve Training and Emergency Call-Up

Military leave will be granted as required by applicable federal or state statute.

Section 11.3 Personal Leave

Employees covered by this agreement shall receive 32 hours of paid personal time per year.

Section 11.4 Employee Rights After Leave

When an employee returns from any leave of absence permitted by this agreement, the employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

Section 11.5 Failure to Return from Leave

Failure to return from a leave of absence within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return, and evidence of such impossibility is presented to the employer within five (5) days after the expiration of the leave of absence or as soon as physically possible. (This excludes leaves provided under Section 11.2)

Section 11.6 "Family and Medical Leave Act of 1993

Other provisions for leave notwithstanding, employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act of 1993, upon the effective date of the Act (August 5, 1993)

Section 11.7 Seniority While On Leave

Employees shall continue to accrue seniority while on a paid leave of any type and while on unpaid leaves of up to 30 calendar days, with the exception that unpaid leaves of any duration for illness or injury shall continue to accrue seniority.

Section 11.8 Insurance Coverage While On Leave

The Employer shall maintain insurance coverage for the duration of Family and Medical Leave Act situations at the level coverage would have been provided if the employee had continued in his/her normal employment status.

Section 11.9 Maternity and Bonding Leave

Employees who give birth to (or adopt) a child(ren) shall receive eighty (80) hours leave with full pay and benefits for the birth and for bonding.

Section 11.10 Educational Leave

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

Mandatory Training

Members of the bargaining unit shall receive overtime for all hours worked for training off-duty that is mandated by the employer.

Conferences, Classes, and Training Expenses

The City shall compensate up to \$500 per year for books, tuition, conference fees, mileage, etc. Approval for the expenses of such conferences, classes, training, etc., it shall be at the sole discretion of the Chief but approval of such request for expenses shall not be unreasonably withheld or denied.

Special Teams

Members of the Bargaining Unit shall be allowed to participate in special teams such as the MABAS Division 25 Technical Rescue Team, MABAS Division 25 Hazardous Materials Response Team, MABAS Urban Search and Rescue Team, etc. so long as it does not create additional pay that the City of LaSalle is liable for or interfere with the operations of the LaSalle Fire Department including inability to backfill the position of the affected member. While participating in these teams, the employee shall be covered under workman's compensation and Illinois pension statutes so long as the Chief is notified. If the City of LaSalle receives compensation from the State of Illinois or the federal government, the employee shall be limited to that compensation.

Section 11.11 Funeral Leave

In the event of the death in the immediate family of an employee [spouse, child, parent, brother, sister, mother/father-in-law, grandparent, grandparent-in-law, great-grandparent, grandchild, brother-in-law and sister-in-law), the employee shall be granted one (1) shift off with pay during the period of bereavement. Additionally, eight (8) hours off with pay shall be granted for the purpose of an employee acting as a pallbearer in a funeral, or for the death of an aunt or uncle. Where the City determines it to be appropriate, the City may agree to allow the employee additional time off, without pay, or allow the employee to utilize sick leave in the event of a death in the employee's immediate family.

ARTICLE 12 **DISCIPLINE**

Section 12.1 Discipline/Discharge

The parties agree with the tenets of corrective progressive discipline. Disciplinary action shall include only the following:

- a. Oral Warning;
- b. Written Warning;
- c. Suspension;
- d. Discharge

Section 12.2 Just Cause

The City agrees that disciplinary action shall be imposed only for just cause and shall be imposed promptly after the City learns of the occurrence giving rise to the need for disciplinary action and after the City has had a reasonable opportunity to investigate the facts. All investigations shall be conducted in compliance with the Firemen Disciplinary Act, 50 ILCS §745. All disciplinary action normally must take place within thirty (30) days of the date of the alleged offense becoming known to the Fire Chief or his designee or from when he/she should have reasonably known. Should the investigation of an administrative matter take longer than such 30 days from the date it became known, or should have become known, or should have become known to the Employer, then the city bears the burden of showing that additional time to conduct/complete the investigation was warranted.

Section 12.3 Limitation

The requirement to use progressive disciplinary action does not prohibit the City from using a more severe measure including discharge for the first offense without prior warning, when the offense indicates that a substantial shortcoming or action of an employee rendered the continuation of employment of the firefighter in some way detrimental to the City or the public

Section 12.4 Hearing Rights

The employees agree that the pre-disciplinary hearing procedures set forth in Section 12.2 provides full due process for employees. Nothing in this section is intended or should be construed to waive employees' right to representation during questioning that the employee reasonably believes may lead to discipline. Bargaining employees shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten.

Therefore, prior to suspending an employee for more than three (3) days or discharging an employee, the City will give at least seventy-two (72) hours notice to the employee of a meeting at which the potential disciplinary matter will be discussed. In such notice the employee will be advised of the right to have legal representation at the meeting. During the meeting the employee will be informed of the charge(s) against him and given an opportunity to rebut and respond to such charges. A pre-disciplinary meeting need not be held if the City determines that it must remove the employee from the work setting immediately, in which event the pre-disciplinary meeting can be held at a later time.

Section 12.5 Written Notice

Except for oral warnings, the employee shall be notified in writing of disciplinary action imposed, and be advised of the specific nature of the offense and, in response to a written request from a firefighter shall be given written direction as to future behavior.

Section 12.6 Appeal of Discipline

Discipline Within the Jurisdiction of Fire and Police Commission

1. Within seven (7) days of notice to an employee of discipline, an employee who intends to appeal the discipline must make a binding election to appeal the discipline through the Commission procedures or appeal through the grievance and arbitration procedure.
2. An employee who elects the Commission appeal process must comply with all time limits and procedures of the Commission and appeal of an adverse decision by the Commission must be by complaint to the Circuit Court for Administrative Review.
3. An election of either the grievance and arbitration procedure of the Commission procedure whether by making an election pursuant to (1) above or by failing to make an election pursuant to (2) above, cannot be changed at a later time. Under no circumstances does an employee or the Bargaining Unit, jointly or separately, have the right to proceed under both the grievance and arbitration procedure and the Commission procedure.

Section 12.7 Removal of Discipline

After a period of one year from the date of receiving an oral or written warning a Engineer/EMT has received no other discipline related to, or for an offense similar to the original warning, the warning shall not be used in any manner or forum adverse to the employee's interest. If after a period of three years from the date of receiving a suspension a firefighter has received no other discipline related to, or for an offense similar to the original suspension, the record of suspension shall not be used in any manner or forum adverse to the employee's interest.

ARTICLE 13 **WAGES and other BENEFITS**

Section 13.1 Wage Schedule

Wages will be paid according the to the scale in Appendix B

Section 13.2 Seniority, Layoff, Recall

All issues regarding seniority, layoffs, and recalls shall be governed by the Fire and Police Commissioners Act and the City of LaSalle Board of Fire and Police Commissioners. Seniority means an employee's length of continuous service with the Fire Department, since the employee's last date of hire. If more than one person is hired on the same day, they shall be placed on the seniority list according to their rank on the eligibility list, from which they were hired. New employees shall serve a probationary period of three hundred sixty-five (365) days. Any employee may be discharged during the probationary period without cause and without recourse to the grievance procedure. The seniority of the employee retained beyond the probationary period shall date back to his/her last date of hire.

In the event it becomes necessary to lay off employees for bon-a-fide economic reasons with thirty days written notice, employees shall be laid off in the inverse order of their seniority. There shall be no lay-off of full-time employees so long as the City employs part-time personnel. Employees shall be re called from lay off according to their seniority. No new employee(s) shall be hired until all employees on lay off status desiring to return to work have been re called and hired.

Section 13.3 CDL Fees

The employer shall reimburse the cost of Commercial Driver's License fees to any and all employees who are required by the nature of their employment with the City to be so licensed.

Section 13.4 Uniforms

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished by the City without cost to the employee.

Section 13.5 Educational Incentives

Effective May 1, 2010, any member of the bargaining unit who is able to show documentation for a Fire Fighter III Certificate issued by the Office of The State of Fire Marshal shall receive compensation in the amount of \$.25 per hour added to their annual salary

Effective May 1, 2011, any member of the bargaining unit who is able to show documentation for a Fire Apparatus Engineer Certificate issued by the Office of The State Fire Marshal shall receive compensation in the amount of \$.25 per hour added to their annual salary

ARTICLE 14 **GENERAL PROVISIONS**

Section 14.1 Residency

Due to the nature of their jobs, and off duty call back, All members of the LaSalle Fire Department will live in the corporate limits of the City of LaSalle.

Section 14.2 Personnel Records

Except as otherwise indicated herein, employees shall be able to review their personnel file in accordance with 820 ILCS 40/1 et seq. receive copies, at no cost to the employee, of all information contained in their personnel file. Requests for such review shall be made in writing to the Fire Chief who shall comply with the request as soon as possible, but in no event shall the review take place more than five (5) days after the date of the request. Engineer-EMT's have the right to submit a statement rebutting any disciplinary or adverse information contained within the personnel file, and which shall become part of such file. Information contained within their personnel files is restricted and confidential to the extent allowed by law and shall not be made available to the public or any other individual or agency without having a bona fide reason for doing so.

Investigative files or matters regarding an ongoing criminal investigation are not available for inspection until the investigation has been completed, after which such files are available pursuant to normal rules of discovery.

Section 14.3 Indemnification

The City agrees to indemnify employees in accordance with 65 ILCS 5/1-4-6, Illinois Compiled Statutes, as amended, so long as the employee acted within the scope of his employment and cooperates with the City during the course of an investigation, administration, litigation or defense of any claim.

Section 14.4 Union Bulletin Boards

The City agrees to furnish adequate and suitable space for bulletin boards in convenient locations in each station to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 14.5 Attendance At Meetings

The City agrees that members of the Union shall be permitted while on duty or off duty to attend local Union meetings, pension board meetings, and City Council meetings involving the trustees and fire commissioners, so long as it does not interfere with the operations or their duties

Section 14.6 Charter Display

The City agrees to allow the Union to display the International Association of Fire Fighters Charter. This will be displayed at the headquarters station and will be placed at a place mutually agreed to by the parties.

Section 14.7 - Labor-Management Committee

There shall be established a joint Labor-Management Committee, such Committee to be composed of three (3) representatives each for both the Union and the Employer, with these representatives to be selected and designated by the Union and the Employer, respectively. This Committee shall meet quarterly, the exact date of which shall be agreed upon between the parties. This Committee shall also meet at a mutually agreed time when the following issues are first known to the respective parties.

1. Pre-discipline
2. Pre-grievance
3. New or revised rules, regulations & S.O.P.'s
4. Federal, State and local government mandates
5. OSHA & Illinois Department of Labor proposed changes
6. Pension legislation
7. Injuries which are serious
8. City ordinances and resolutions
9. Union fund Raising
10. Lobbying efforts by the I.A.F.F. and the IML
11. Sick leave "problems"
12. Workers Compensation Issues
13. Any other proposed legislation that may impact either party
14. Any other issue mutually agreed to by both parties

Both parties to this agreement agree to attend at least one joint training program together for Labor-Management issues. At least one representative from both parties to the joint Labor-Management Committee shall attend. Nothing in this article shall require the parties to bargain for the issues listed in the above numbered 1-14, but rather to discuss the issues in an open forum as to understand all sides of each issue and the possible impact on the parties involved.

ARTICLE 15

INSURANCE

Section 15.1 Health Insurance

During the term of this agreement, the employer shall continue in effect and the employees shall enjoy the benefits, rights and obligations of the proposed Blue Cross Blue Shield Plan or a substantially similar plan. The employees' premium cost shall be an 80%/20% split with the City of LaSalle of the overall health insurance plan cost. This will also include the current dental premium at the same ratio. The City also shall for the members who choose the HSA plan pay into said plan the amount of \$3000.00 for employee/family, \$2000.00 for employee/spouse or employee/child, and \$1000 for employee only on January 1 of each year. The HSA plan shall during the contract stay substantially the same.

Section 15.2 Life Insurance

The employer shall provide and pay for a term life insurance policy for each employee in the amount of not less than \$25,000.00

Section 15.3 Liability Insurance

The employer shall provide liability insurance for employees as prescribed in applicable law(s).

Section 15.4 Survivor's Insurance

Survivor's insurance benefits shall be provided in accordance with applicable Illinois State Statutes.

Section 15.5 American's With Disabilities Act (ADA)

The employer shall comply with all of the Provisions of the American's With Disabilities Act.

ARTICLE 16

DRUG AND ALCOHOL POLICY

Section 16.1 Statement of Policy

It is the policy of the City of LaSalle and Career Firefighter/Engineers of the LaSalle Fire Department that the public has the right to expect persons employed by the City of LaSalle to be free from the effects of drugs and alcohol. The City of LaSalle has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the firefighters.

Section 16.2 Prohibitions

Employees covered by this Agreement shall be prohibited from;

- a. consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the workday or anywhere while on duty at any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business;

- b. illegally consuming, possessing, selling, purchasing or delivering any illegal drug or marijuana;
- c. failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking.

This section is not intended to limit the duty of the City of LaSalle to enforce the laws of the State of Illinois and all regulations of the City of LaSalle Fire Department, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure or psychological evaluation.

Section 16.3 Drug and Alcohol Testing

Where the Fire Chief has reasonable suspicion to believe that a Engineer/EMT is under the influence of alcohol or drugs during the course of the work day, the Fire Chief shall have the right to require the Engineer-EMT to submit to alcohol or drug testing as set forth in this Agreement. The City may also conduct pre-employment, post-accident, random and follow-up drug and alcohol testing as it may determine necessary .

Section 16.4 Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Fire Chief shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a private attorney at the time the order is given, provided however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's right to the test shall not be construed as a waiver of any objection or rights that he may have.

Section 16.5 Test(s) to be Conducted

In conducting the testing authorized by this Agreement, the City of LaSalle shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b. Ensure that the laboratory or facility selected conforms to all NIDA standards;
- c. Establish a chain of custody procedure for both sample collections and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- d. Require that with regard to alcohol testing, for the purpose of determining whether the Engineer-EMT's is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood to be considered positive;
- e. Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside for later testing if requested by the officer;
- f. Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
- g. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- h. Require that the laboratory or hospital facility report to the Fire Chief that a blood or urine sample is positive only if both the initial screening and confirmation test are positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof, be obtained by the City of LaSalle inconsistent with the understandings expressed

herein (e.g. billing for testing that reveal the nature or number of tests administered). The City of LaSalle will not use such information in any manner or forum adverse to the employee's interests;

- i. Consider test results along with all other relevant evidence on the issue of whether or not an employee was under the influence of alcohol;
- j. Provide each employee tested with a copy of all information and reports received by the City of LaSalle in connection with the testing and the results at no cost to the employee;
- k. Ensure that no employee is the subject of any adverse employment action, except temporary reassignment or relief from duty with pay, during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 16.6 Right to Contest

The Bargaining unit and/or employee with or without the Bargaining unit, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intent to have any manner restricted, diminished or otherwise impair any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Bargaining unit.

Section 16.7 Voluntary Requests for Assistance

The City of LaSalle shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the City of LaSalle may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The City of LaSalle may make available through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by the City of LaSalle, through whatever means shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

Section 16.8 Discipline

Use of alcohol or drugs while on duty is a serious offense, and the City has the right to expect that its employees will perform their duties in a sober and unimpaired state. Any employee who tests positive for alcohol or any illegal drug, including without limitation improperly used prescription drugs or cannabis, shall be disciplined in accordance with Article 12 of this Agreement.

Section 16.9 Psychological Testing

In the event the Employer has reasonable suspicion to believe than an employee is psychologically unfit for duty the Employer shall have the right to require the employee to undergo psychological evaluation subject to the employee's rights under Illinois law.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 17.1. Definition

A "grievance" is defined as any unresolved dispute between the City and the Union or any matter regarding the application, meaning or interpretation of this Agreement.

Section 17.2. Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days or within ten (10) calendar days after the grievant knew or should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1:

Appeal To Chief

The Union may file a written grievance with the Chief, signed by the employee and one local Union officer on a form mutually agreed to and attached as Exhibit C. A grievance shall set forth a statement of the grievant position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving employee(s). The grievant, one or more local Union officers (not to exceed three officers), an outside representative from the Union, if the Union deems appropriate and the Chief will discuss the grievance within seven (7) calendar days after the grievance has been submitted to the Chief. The Chief may have present other persons whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give his answer in writing within fourteen (14) calendar days from the date of the discussion.

STEP 2:

Request for Review by Mayor

If the answer of the Chief is not acceptable, the Union may, within fourteen (14) calendar days, submit a written explanation of its position to the Mayor. The Mayor shall submit a written answer within fourteen (14) calendar days. If the Mayor so elects, he/she may meet with local Union officers accompanied by the outside Union representative, if appropriate, prior to submitting an answer.

Section 17.3. Arbitration

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Mayor's written answer.

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt, each party shall strike a name from the list until there is one name remaining. The order of individual strikes shall be determined by a coin toss, with the loser striking first. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator, cost of hearing room, and the cost of written transcripts, 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 17.4. Limitations on Authority of Arbitrator

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 question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Any decision or award of the arbitrator rendered within the limits of this Section 6.4 shall be final and binding upon the City, the Union and the employees covered by this Agreement

Section 17.5. Time Limit For Filing

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any mutually agreed to extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 18

SAVINGS CLAUSE

Section 18.1 Saving Clause

In the event any provision herein or part hereof be rendered invalid by reason of any subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation shall not void this Agreement or invalidate the remaining portions hereof and they shall remain in full force and effect. Upon request, each party will meet to negotiate regarding replacing the provision or parts declared invalid.

ARTICLE 19

DURATION AND SIGNATURE

Section 19.1 Term of Agreement

This Agreement and its provisions shall be effective May 1, 2022 and shall continue in full force and effect until April 30, 2026 or until a successor agreement is executed between the parties, whichever later occurs.

Section 19.2 Continuing Effect

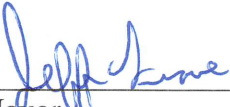
Notwithstanding any provisions of this Agreement to the contrary, this agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 19.3 Notice of Demand to Bargain

Negotiations for a successor agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served not more than 120 days nor less than 60 days prior to April 30, 2026. Negotiations between the parties shall commence not later than 30 days after receipt of the Notice of Demand to Bargain, unless otherwise mutually agreed.

Signatures

For The City of LaSalle



Jeff Grove, Mayor



John Duncan, Financial Director

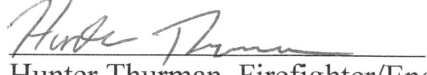


Amy Quinn, City Clerk


For The Career Firefighter/ Engineers



Brian Zeller, Firefighter/Engineer



Hunter Thurman, Firefighter/Engineer



Steffen Marroquin, Firefighter/Engineer



APPENDIX A
SENIORITY LIST

Brian Zeller	07/05/1999
Hunter Thurman	06/07/2021
Steffen Marroquin	02/14/2022

APPENDIX B WAGE SCALE AND LONGEVITY

	5/1/2022	5/1/2023	5/1/2024	5/1/2025
1	\$55,000	\$56,100	\$57,783	\$59,228
2	\$56,000	\$57,120	\$58,834	\$60,304
3	\$57,000	\$58,140	\$59,884	\$61,381
4-10	\$62,000	\$63,240	\$65,137	\$66,766
11-15	\$65,000	\$66,300	\$68,289	\$69,996
15+	\$67,000	\$68,340	\$70,390	\$72,150

2.00% 3.00% 2.50%

APPENDIX C

**La Salle Professional Fire Fighter's Association, Local No. 4760
GRIEVANCE FORM**

Grievant: _____ Date of Grievance: _____

I. Sections of this Contract (but not limited thereto) that were violated:

II. Subject of Grievance: (Please be specific as to the Who, What, Where, Why, and When
III. as they relate to the facts of the Grievance.)

IV. Suggested Corrections (Including Make Whole)

Signature of Union President

Signature of Grievant

First Step: _____
Date Submitted

Answer: _____
Date Submitted

Second Step: _____
Date Submitted

Answer: _____
Date Submitted