

RESOLUTION NO. 5357

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT, AND
RELATED AGREEMENTS, BETWEEN THE CITY OF CANTON AND
THE CANTON FIRE FIGHTERS, LOCAL NO. 1897, I.A.F.F., A.F.F.I, AFL/CIO**

WHEREAS, the City of Canton (the “City”) has entered into negotiations with the Canton Fire Fighters, Local No. 1897, I.A.F.F., A.F.F.I, AFL/CIO (“Union”) relative to the establishment of wages and benefits and other conditions of employment; and

WHEREAS, the City has negotiated and reviewed the terms of a collective bargaining agreement (the “CBA”) with the Union for the period of May 1, 2021 through April 30, 2024, a copy of which is attached hereto and incorporated herein, as “Exhibit A”; and

WHEREAS, as part of the above-described negotiations for the CBA, the City and Union negotiated Side Letter of Agreement (the “SLA”) for COVID Premium Pay, a copy of which is attached hereto and incorporated herein as “Exhibit B,” conditioned upon ratification of the CBA by the Union prior to 11:59 p.m. on February 7, 2022;

WHEREAS, the Union ratified the CBA prior to 11:59 p.m. on February 7, 2022;

WHEREAS, the Committee on Negotiation, Grievance and Personnel and the City Council of the City of Canton, Illinois have determined that it is necessary and in the best interests of the City to approve the CBA and the SLA (collectively the “Agreements”).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Canton, Fulton County, Illinois. as follows:

1. The Collective Bargaining Agreement between the City of Canton and the Canton Fire Fighters, Local No. 1897, I.A.F.F., A.F.F.I, AFL/CIO, substantially in the form as attached hereto as “Exhibit A,” is hereby approved, and said CBA is to be subject to and effective pursuant to the terms and conditions set forth therein.

2. The SLA between the City of Canton and the Illinois Fraternal Order of Police Labor Council, Unit #840, substantially in the form as attached hereto as “Exhibit B,” is hereby approved, and said SLA is to be subject to and effective pursuant to the terms and conditions set forth therein.

3. The Mayor and City Clerk of Canton, Illinois are hereby authorized and directed to execute and deliver the Agreements behalf of the City of Canton.

4. The City Attorney is hereby authorized to make any revisions necessary to accomplish the foregoing, provided the Agreements are not substantially changed.

5. This Resolution shall be in full force and effect immediately upon the passage and approval of this Resolution and upon execution of the Agreements by the Canton Fire Fighters, Local No. 1897, I.A.F.F., A.F.F.I, AFL/CIO.

PASSED THIS 15th day of February, 2022.

AYES: Alderperson Andra Chamberlin, Justin Nelson, Craig West, Angela Hale, Jeff Fritz,
Angela Lingenfelter

NAYS: None

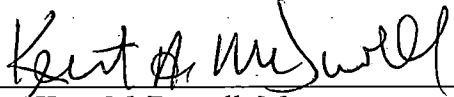
ABSENT: Alderperson John Lovell, Greg Gossett

APPROVED THIS 15th day of February, 2022.

ATTEST:



Diana Pavley-Rock, City Clerk



Kent McDowell, Mayor

EXHIBIT A

CONTRACT

Between

THE CITY OF CANTON, ILLINOIS

And

**CANTON FIRE FIGHTERS, LOCAL
1897**

I.A.F.F., A.F.F.I., AFL/CIO

May 1, 2021
Through
April 30, 2024

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AGREEMENT # _____

THIS AGREEMENT MADE AND ENTERED INTO BY THE CITY OF CANTON AND THE
CITY OF CANTON FIRE FIGHTERS, LOCAL NO. 1897, I.A.F.F., A.F.F.I, AFL/CIO

WITNESSETH

1. PURPOSE AND DEFINITION OF TERMS.

This agreement has as its purpose the promotion of harmonious relations between the City of Canton and Local No. 1897; the establishment of an equitable and peaceful procedure for the resolution of difference; and, the establishment of rates of pay, hours of work, and other conditions of employment.

1.1 DEFINITION OF TERMS.

For the purpose of clarification, various terms used in this contract are defined as follows:

- A. "Commissioned Officer" shall mean an employee of the City's Fire Department who is appointed to the department by City's Fire and Police Commission and who is subject to the said Commission's disciplinary action.
- B. "Civilian Employee" shall mean an employee of the City's Fire Department who is not appointed to the department by the City's Fire and Police Commission and who is not subject to said Commission's disciplinary action.
- C. "Employee" shall mean a full-time employee of the City's Fire Department who is a member in good standing of Local No. 1897, International Association of Fire Fighters.
- D. "Employer" shall mean the City of Canton and may be referred to as City.
- E. "Fiscal year" shall mean the fiscal year of the City of Canton, May 1 through April 30.
- F. "Hourly rate" shall mean the annual salary divided by 2080 hours.
- G. "Probationary employee" shall mean any newly hired or rehired full-time employee of the Fire Department who has been hired or rehired for less than twelve (12) consecutive calendar months.
- H. "Fire Chief" shall mean the Chief of the Fire Department and/or the Director of Public Safety, as set forth in the Municipal Code of the City of Canton.
- I. "Union" shall mean the International Association of Fire Fighters, Local No. 1897.

2. RECOGNITION

2.1 Bargaining Agent.

The employer recognizes the International Association of Fire Fighters as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for employees of the Fire Department, exclusive of Paid on Call or Temporary firefighters, for the purpose of collective bargaining, and agrees to bargain in good faith on all these matters.

2.2 Probation Period.

The employment of any employee of the Fire Department shall be followed by a twelve (12) month probationary period. Such probationary period shall be considered a period of test or trial for the commissioned officer's work and the employer, during which time, such commissioned officer may be discharged by the employer without cause. Nothing herein shall be construed, as to commissioned officers, to be other than in conformity with the Illinois Fire and Police Commission Act. Prior to dismissal, Fire Chief shall notify probationer of reason for dismissal and meet to discuss said reasons. This decision is not subject to the grievance procedure.

3. HOURS OF WORK

3.1 Hours of work

Employees covered by the terms of this agreement who work within the Fire Department shall be assigned to a regular duty shift. The regular hours of duty shall be 24 consecutive hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m. The on-duty tour of duty shall be immediately followed by 48 consecutive hours off-duty. The employer agrees to comply with the Fair Labor Standards Act [FLSA] and further agrees that all bargaining unit employees are eligible for FLSA overtime. For the purpose of FLSA overtime, a work cycle or work period shall consist of 28 calendar days.

With respect to this Division 3, the employer reserves to itself the exclusive right to set regular hours of duty, overtime, work shifts, work weeks, shift designations and all matters ancillary or relating thereto as the employer's operational need or public safety may deem to require. Nevertheless, the employer will use its best efforts to adhere to the regular hours of duty outlined in this Division 3, and to the regular duty shift assignment made to each employee. Should the regular hours of duty or a shift assignment be changed, affected employees will first be given 21 days notice without interrupting their current FLSA cycle.

A commissioned officer may be placed on a 40 hour week by the Fire Chief, at his discretion, if the need arises for temporary assignments such as training or continuing education. The commissioned officer shall be granted 48 hours before and 48 hours after the temporary assignment off duty and shall receive their normal weekly pay.

3.2 Kelly Days

Each Employee will be given five (5) Kelly Days per year. Four of these days shall be scheduled One (1) per Employee per Quarter (May, June, July / August, September, October / November, December, January / February, March, April). One day shall be considered floating and may be used by the employee at any point during the year.

4. WAGES

4.1 Salaries and Longevity.

A. Base Salary. Employees' base salary shall be in the amounts set forth in the salary schedule specified in Appendix A attached hereto.

B. Longevity. Employees shall be entitled to receive additional longevity salary payments based upon the service requirements specified in the longevity schedule specified in Appendix A attached hereto. Employees will be moved from Step to Step upon accrual of the required years of service unless the employee qualifies for and is placed in Step A or B. Employees who meet the following requirements shall qualify for and be placed in Step A or B:

- (1) Eligible employees are those who have accrued at least 20 years of service
- (2) Employees with the required years of service shall be entitled to longevity pay beginning on their anniversary date of employment according to the longevity schedule in Appendix A attached hereto. The schedule of longevity steps specified in Appendix A are subject to the notice of the longevity step election by the Union by January 1st of each calendar year provided that the first one year longevity Step A shall be after 20 years of service but not after 25 years of service and that the one year Step B shall be after 25 years of service. The Union shall provide notice of longevity steps designated at "A" Step and "B" Step to the Chief by January 1st of each year.
- (3) Employees whose service time qualifies them for placement in Step A or B shall be entitled to receive longevity salary in such longevity step for a maximum cumulative, non-consecutive period of one (1) year (for any time in Step A and/or B). For the avoidance of doubt, if an employee is placed in the Step A longevity step for one year, he or she will not be eligible for Step B. An Employee's service time and the timing of the longevity step election may result in an Employee receiving both Step A

and Step B longevity during the one year period. After such period the employee shall revert back to the base salary schedule set forth above (Appendix A) and shall be paid salary based on the step in the salary schedule (Appendix A) corresponding to their service time. The parties agree that the longevity step election by the Union will be in effect until December 31st of the calendar year immediately following the January 1st deadline and will only be effective upon the applicable employee otherwise being eligible (e.g. after 20 years of service or 25 years of service, as applicable).

- (4) If the Union has not made a timely election (as required above), the designated steps for the previous year shall continue in place. The Union agrees to use its best efforts to notify the City Treasurer of (1) all employees eligible for either longevity step and (2) the reasonably anticipated next election by the Union that will take place during the upcoming fiscal year prior to the adoption of the City's appropriations ordinance or budget, as applicable, and in reasonably sufficient time for the City to properly budget for same.

4.2 Pay Period.

The salaries and wages of employees shall be paid bi-weekly on every other Friday, or the preceding Thursday if Friday falls on a holiday. Payroll to include hours worked through the preceding Saturday.

5. VACATION

Each commissioned officer of the City shall accumulate vacation in accordance with the following schedule:

For employees hired prior to May 1, 1993, the following vacation schedule shall apply:

1 year but less than 3 years - 2 weeks vacation (not to exceed 6 working days)
3 years but less than 10 years - 3 weeks vacation
10 years but less than 15 years - 4 weeks vacation
15 years or over - 5 weeks vacation

For employees hired after May 1, 1993, the following vacation schedule shall apply:

1 year but less than 3 years - 2 weeks vacation (not to exceed 6 working days)
3 years but less than 10 years - 3 weeks vacation
10 years or over - 4 weeks vacation

Vacations will be scheduled to meet the operating requirements of the City subject to approval of the Fire Chief. Vacation schedules shall be made available by the 1st day of

April, with preference given to the commissioned officers with seniority until the 1st day of May. On May 1st, scheduling will be on a first come first served basis.

5.1 Accumulation of Vacation Time

Vacation time shall be used during the anniversary year of the employee during which a commissioned officer becomes entitled thereto, unless the Fire Chief makes a written request during such anniversary year for extension to the office of the Mayor who shall approve or disapprove the same. When vacations cannot be granted during the anniversary year, pay in lieu thereof may be given if mutually agreeable.

5.2 Vacation Rights in Case of Layoff or Separation

Any employee who retires or separates from service of the Employer for reasons other than discharge, prior to using vacation time due, shall be compensated in cash for the unused vacation accumulated at the time of separation. Employees who are discharged from service shall not be paid any unused but accumulated vacation time due.

6. HOLIDAYS

6.1 Days Designated

The following days are holidays with pay for all commissioned officers: New Year's Day (1 January), Martin Luther King Jr's Birthday (3rd Monday in January), President's Day (3rd Monday in February), Good Friday, Memorial Day (last Monday in May), Independence Day (4 July), Labor Day (1st Monday in Sept.), Veterans' Day (11 November), Thanksgiving Day (4th Thursday in Nov.), Christmas Day (25 December), Employee's Birthday.

6.2 Holiday Pay

Each commissioned officer shall receive and be paid holiday pay consisting of 5% of said officer's base pay. Effective May 1, 2019, each commissioned officer shall receive and be paid holiday pay consisting of 5.25% of said officer's base pay. Effective May 1, 2020, each commissioned officer shall receive and be paid holiday pay consisting of 5.50% of said officer's base pay. This holiday pay shall be paid in one lump sum on the first pay in November. Holiday pay will be paid prorata for those holidays that the employee is eligible for. An employee must work the shift immediately preceding and immediately following the holiday in order to be eligible for holiday pay unless excused by the Chief.

6.3 Holiday Falling on Vacation

If a holiday occurs during a vacation, commissioned officer will receive an extra day's vacation.

7. SICK/PERSONAL DAYS

7.1 Computation of Sick/Personal Days - Probationary.

Computation of sick/personal days for commissioned officers shall be computed with reference to the fiscal year of the City. After sixty (60) days of service, a commissioned officer shall earn one-half (1/2) day of personal leave to a maximum of five (5) personal days and one-half (1/2) day of sick leave for each month worked during the current fiscal year. Personal days may only be used when requested and approved by the Fire Chief.

7.2 Computation of Sick/Personal Days - Others.

- A. All other commissioned officers shall begin each fiscal year eligible for ten (10) work days of which five (5) may be used as personal days when requested and approved by the Fire Chief and five (5) may be used as sick days.
- B. Commissioned officers shall be able to use sick/personal time in an hourly format. Personal time used as a complete shift (24 hours) or half shift (12 hours) may be placed on the vacation calendar prior to May 1st. Personal time a commissioned officer wishes to use in an hourly format may only be placed on the vacation calendar after May 1st.

7.3 Illness of Commissioned Officer or Immediate Family Member

Use of sick leave shall only be used for off duty injury, illness, or exposure to contagious disease of a commissioned officer or an immediate family member. Commissioned officers shall be governed by the following requirements in order to be eligible for pay during such sick leave. Immediate family members shall consist of spouse, children, and stepchildren in the employee's household. Employee Commissioned officers must:

- a) Report promptly in ascending orders the reason for absence to the on-duty shift commander or Fire Chief.
- b) Keep the Fire Chief informed of commissioned officer's condition if the absence is more than three (3) consecutive day's duration.

7.4 Pay in Lieu of Personal Days

Should a commissioned officer not use all or any of the five (5) personal days the commissioned officer will not be paid in lieu of the remaining days.

7.5 Accrual of Personal Days

Personal days shall not survive beyond the fiscal year of accrual. Personal days remaining at the conclusion of the fiscal year of accrual shall be forfeited without carry over.

7.6 Accrual of Sick Days

Should any or all of the five (5) sick days not be used by the commissioned officer during the fiscal year, all unused days shall be accrued. Commissioned officer may accrue up to a total of ninety (90) days. Payment for such accumulation of not more than sixty (60) days shall be made upon termination of employment, except in cases of discharge for disciplinary reasons. Each day shall be valued at 1/5 of the then current weekly salary.

7.7 Call-In for Emergency Duty

In the event that a commissioned officer is called for emergency duty on a personal day, the commissioned officer shall be paid for such emergency duty at a straight time rate with a minimum of four (4) hours.

7.8 Call-In for Non Emergency Duty

In the event that a commissioned officer is called in for non-emergency duty on a personal day, the commissioned officer shall be paid for such non-emergency duty at a straight time rate with a minimum of two (2) hours.

7.9 Trading Time

Any employee, who wishes to trade time, may do so with prior notification of his/her shift commander. Trading time shall be arranged so as not to interfere with the normal operation of the Fire Department, and with the approval of the Fire Chief which shall not be unreasonably denied. The City shall not be responsible for keeping track of time traded, nor shall time traded affect FLSA overtime.

8. LEAVE

8.1 Disability Leave

If a commissioned officer becomes sick or injured off the job and is temporarily disabled from performing his/her duty, the commissioned officer shall be eligible to receive disability benefits under the City's Loss of Time Insurance Policy.

8.2 Job Related Disability

Any commissioned officer, injured while performing assigned tasks, shall be eligible for injury leave in compliance with applicable State Statutes. The commissioned officer shall be responsible for causing periodic reports to be submitted by the attending physician to the City Clerk and Fire Chief, on forms prescribed as may be required. Any expense incurred, in supplying these reports, will be born by the City.

8.3 Military Leave

Commissioned officers shall be granted such leave in accordance with the provisions of 65 ILCS Section 5/10-2.1-23 and Section 5/10 2.1-24.

8.4 Bereavement

Each commissioned officer shall be granted one (1) work shift of bereavement leave when a death occurs in the commissioned officer's immediate family. (Immediate family shall include: spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, stepbrothers, stepsisters, stepchildren, brother-in-law, sister-in-law, and grandparents). An additional one (1) work shift may be granted when reasonable justification is provided to the Fire Chief. Bereavement leave shall be with pay for any regular scheduled workdays.

8.5 Miscellaneous Leave Policies

The Fire Chief has the authority to approve other leaves-of-absence without pay. Such leaves-of-absence shall be requested by the employee, approved by the Fire Chief, and reported to the office of the Mayor. Other leaves-of-absence with pay shall be authorized by the Mayor upon recommendation of the Fire Chief. Action by the Mayor may be secured upon submission of an approved request from the Fire Chief. No commissioned officer may be absent without permission of the Fire Chief.

8.6 Family Medical Leave Act.

The employer agrees to comply with the terms and conditions of the Family Medical Leave Act and the leave requirements contained therein.

9. SPECIAL PAY PROVISIONS

9.1 Overtime

Except as otherwise provided, work performed by a commissioned officer, which continues beyond the commissioned officer's regular work shift, shall be paid in conformity with the Fair Labor Standards Act (FLSA).

9.2 Emergency Call-In

Commissioned officers, when called in for emergency duty shall be paid at time and one-half for actual hours worked with a minimum of four (4) hours.

9.3 Non Emergency Call-In

Commissioned officers, when called in for non-emergency duty shall be paid at time and one-half for actual hours worked with a minimum of two (2) hours.

9.4 Shift Coverage

Commissioned officers, when called in to provide shift coverage outside of their regular shift shall be paid at the rate of time and one-half for all such hours worked.

9.5 Vacation Call-in

Commissioned officers called in while on vacation shall be paid at the rate of double time for all hours worked with a minimum of four (4) hours.

9.6 Temporary Additional Duties Pay

When a commissioned officer is assigned to temporary additional duties greater than the permanent rank of the commissioned officer for half (1/2) shift (12 hours), said commissioned officer shall be granted temporary additional duty pay of twenty dollars (\$20.00) per half (1/2) shift during the period of such assignment.

When a commissioned officer is assigned to temporary additional duties greater than the permanent rank of the commissioned officer for 1 shift (24 hours), said commissioned officer shall be granted temporary additional duty pay of forty dollars (\$40.00) per shift (1) during the period of such assignment. In the case of a Fire Fighter assuming the duties of a Lieutenant, it will be the senior Fire Fighter on duty whose name appears on the current roster of eligible candidates for promotion to the rank of Lieutenant. Assignments shall be made to provide proper management coverage. In the event that no firefighter on duty is on the promotional list, the most senior firefighter on duty shall do the temporary additional duties. However, no commissioned officer with less than three (3) years of service with the Canton Fire Department shall assume the duties of Lieutenant.

When an Assistant Chief is assigned duties as Acting Fire Chief, he shall be paid temporary additional duties pay of fifty dollars (\$50.00) per day. This shall take place anytime that the Fire Chief is outside of the residency requirements set forth in Section 22 for twenty-four (24) or more consecutive hours.

9.7 Compensatory Time Off

Compensatory time off may be given when a commissioned officer has agreed to work in excess of the commissioned officer's regular shift for compensatory time. Compensatory time off shall be calculated at the rate of one and one-half (1-½) times the hours actually worked and may be accrued up to two hundred eighty-eight (288) hours. The commissioned officer may use these hours under the same rules that govern personal days. Should the commissioned officer not use his accrued hours by the end of the fiscal year of accrual, and then the same shall be paid in lump sum to the commissioned officer at the end of the fiscal year.

9.8 Overtime Rotation

Overtime work shall be rotated among all commissioned officers within the Department so far as is practical. An overtime list shall be posted and maintained up to date by the Fire Chief in each fire house. In the event no commissioned officer will take said overtime, any commissioned officer can be forced in to fill the vacancy. This shall be done by going to the least senior commissioned officer eligible to serve in the rank to be filled first.

9.9 Shift Commander

There shall, at all times, be a shift commander on duty who holds the rank of Assistant Fire Chief or Lieutenant.

9.10 Training

Any commissioned officer directed to attend a training school shall be paid for the time incident thereto in accordance with the Fair Labor Standards Act.

10. CLOTHING ALLOWANCE

10.1 Annual Payment

All commissioned officers shall be paid an annual clothing allowance of \$650.00 for regulation Firemen's clothing as approved by the City Council. The payment of this amount shall be made on the first payday in May.

10.2 Probationary Payment

A probationary employee shall be paid the clothing allowance at the time of his employment.

10.3 Probationary Commissioned Officer-Reimbursement-Termination.

In the event of the termination of a probationary commissioned officer, for any reason whatsoever, such commissioned officer shall reimburse to the employer for clothing allowance paid as follows: one-half shall be retained by the commissioned officer. The remaining one-half shall be reimbursed to the employer in that percentage amount which the remainder of the probationary year existing at the time of termination bears to the full twelve (12) month probationary period.

10.4 Non-Probationary Employee-Reimbursement-Termination

In the event of the termination for any reason, except retirement, of a non-probationary commissioned officer, such commissioned officer shall reimburse the employer on account of clothing allowance paid as follows: Such commissioned officer shall

reimburse the employer clothing allowance paid in the current fiscal year in that percentage amount which the remainder of such fiscal year existing at the time of termination bears to the whole of such fiscal year.

10.5 Reimbursement Deduction

In every instance, the reimbursement herein above due shall be deducted from such money amounts, which may be yet due and payable from and, by the employer.

10.6 Equipment Furnished

The City shall furnish all commissioned officers with the following, but not limited to, helmet, protective coat with liner, boots, protective bunker pants, bunker boots, gloves, badges, patches, and any other items required by the Fire Chief. The City further agrees that the above equipment shall be in good and safe condition as determined by the Fire Chief and City shall be responsible for necessary replacement.

10.7 Voluntary Employee Separation Reimbursement

In the event a commissioned officer voluntarily leaves employment with the City of Canton during his probationary period, he shall be responsible to reimburse the City for any personalized fire gear purchased for the employee by the city, tuition costs of the firefighter academy and tuition costs of any other specialty training.

11. COMMISSIONED OFFICERS' INSURANCE

11.1 Payment

Effective upon execution of this Agreement, employees shall pay 23.5% of the applicable healthcare premium including the cost of dental coverage, to be deducted from the employee's monthly pay in two (2) equal payments from the first and second paychecks of the month. The City shall pay the balance of all total insurance premiums including the cost of dental coverage.

Effective May 1, 2022, employees will contribute 24.0% of the applicable healthcare premium, including the cost of dental coverage, to be deducted from the employee's monthly pay in two (2) equal payments from the first and second paychecks of the month. The City shall pay the balance of all total insurance premiums including the cost of dental coverage.

Effective May 1, 2023, employees will contribute 25.0% of the applicable healthcare premium, including the cost of dental coverage, to be deducted from the employee's monthly pay in two (2) equal payments from the first and second paychecks of the month. The City shall pay the balance of all total insurance premiums including the cost of dental coverage.

“Applicable healthcare premium” means the healthcare premium, including the cost of dental coverage, associated with the healthcare plan the employee is enrolled in through the City (e.g. PPO or high-deductible healthcare plans).

Notwithstanding the foregoing, employees receiving longevity in Steps A or B as provided in Article 4.1.B and Appendix A shall pay from their salary the following additional amounts toward the cost of health insurance:

1) Step A- \$583.33 per month

2) Step B- \$625.00 per month

11.2 Coverage

The amount of the insurance coverage shall be at least as much as the coverage in force at the signing of this Agreement.

a) Term Life Insurance and Accidental Death and Dismemberment Coverage

Term life insurance for a spouse and dependent over six (6) months of age and under the age of eighteen (18), or if in college under the age of twenty-one (21), shall be \$10,000.00, and term life insurance for all commissioned officers shall be no less than \$20,000.00 per commissioned officer. Life insurance for active commissioned officers at age sixty-five (65) decreases by 35% and at age seventy (70) decreases by 50%. A commissioned officer does not have to be enrolled in the City’s health or dental insurance plan in order to have this coverage.

b) Health, Dental, Term Life Insurance, Accidental Death & Dismemberment Insurance, and Temporary Disability Insurance Coverage.

Should a commissioned officer become temporarily disabled and qualify for temporary disability payments, a commissioned officer shall pay the same percentage of the premium as other active commissioned officers and shall continue to have health, dental and term life insurance coverage.

Should a commissioned officer become permanently disabled and qualify for permanent disability benefits, the commissioned officer shall pay the same percentage of the premium as other active commissioned officers and shall continue to have health, dental and term life insurance coverage. Upon attaining the age of sixty-five (65) years, or such other age as Congress may subsequently determine, health insurance, dental insurance, and life insurance coverage shall terminate and the retired, permanently disabled commissioned officer shall make application to Medicare or its successor program. The retired commissioned officer shall have the option of purchasing Medicare supplemental insurance at his/her own expense through the City’s group insurance carrier, if available.

c) Short Term Disability Pay (Off-Duty Illness or Injury).

Disability pay shall be two-thirds (2/3) of the commissioned officer's normal check. Terms of short-term disability are according to the City's Short Term Disability Policy. Commissioned officer shall use his accumulated sick time before he/she becomes eligible for short-term disability benefits pursuant to the City's short-term disability policy. Commissioned officers have the option to keep or reserve no more than 30 days of sick time while on short-term disability.

11.3 Commissioned Officer Deductible

Prior to payment of claims by or on behalf of the employer in any given calendar year for any given commissioned officer (to include payments for commissioned officers' dependents) that commissioned officer shall first be required to pay the first \$500.00 aggregate amount of any such claim(s) for a commissioned officer without dependents; or, \$1,000 aggregate for a commissioned officer with dependents.

11.4 Insurance Committee

A joint Health Insurance Committee shall be formed and be comprised of the following persons who accept invitations to participate:

1. A Representative of I.A.F.F, Local 1897
2. A Representative of A.F.S.C.M.E. local 1372
3. A Representative of the Policemen's Benevolent, and Protective Association, Unit 52
4. A Representative of Non-Represented Employees
5. A Representative of Management
6. A Representative of City Council
7. A Representative of Canton Park District
8. A Representative of Parlin Ingersoll Library

This committee shall be empowered to research and analyze the existing coverage and benefits, as well as, available plans to recommend possible changes to and/or additions to the existing plan. The committee shall only make recommendations to modify the existing plan with a 2/3-majority vote of the committee. No recommended change shall substantially change the benefit levels and coverage of the existing plan. Also this committee will be empowered to hear complaints on insurance payments. The City shall have the final authority on any recommended changes or appeals on payments.

12. RETIREMENT INSURANCE

12.1 Life Insurance and Retirement Insurance

Upon retirement of a commissioned officer, life insurance for spouse/dependents terminates. Term life insurance for retired commissioned officers shall be \$10,000.00;

however, upon a retired commissioned officer attaining the age of sixty-five (65), life insurance shall terminate.

The insurance coverage for retired commissioned officers shall consist of the overall group plan of Hospital, Health, and Dental insurance coverage offered to employees of the City. The insurance coverage may change through bargaining from time to time as it changes for the entire group and the City reserves the right to change coverages or premium co-pays through bargaining for the entire group without discrimination between its employee participants and its retiree participants. Continuation for the retiree's spouse will be in accordance with the terms and conditions of the policy provisions as they may exist from time to time for the termination of the "retirement or disability period" and continued coverage is conditioned upon the retiree's obligation to pay the monthly premium directly to the municipality in accordance with the premium payments determined by the City. Notice of continued coverage and election of continued coverage shall be in accordance with 215 ILCS 5/367(f) as it exists or is amended from time to time. A retired commissioned officer who is offered a health insurance benefit from another employer shall notify the city and will be removed from health and dental coverage.

12.2 Retired Commissioned Officers - Before May 1, 1993

For employees who have retired before May 1, 1993 and who have twenty (20) years of service and who have reached fifty (50) years of age, or who have twenty-five (25) years of service regardless of age, the employer shall pay the full amount of the applicable insurance premium. Premium payment shall be for the retiree, retiree's spouse, and dependent children. Retired commissioned officers who become reemployed where insurance coverage is provided by the new employer shall be excluded from this provision. Upon attaining his age of sixty-five (65) years, or such other age as Congress may subsequently determine, this coverage shall terminate and the retired commissioned officer shall make application to Medicare or to its successor program. The retired employee shall have the option of purchasing Medicare supplement insurance at his expense through the City's group insurance carrier, if available.

12.3 Retired Commissioned Officers – After May 1, 1993

Employees, who retire after May 1, 1993 and before May 1, 2019, regardless of age, shall pay a premium equal to 3% of their pension. Employees who retire after May 1, 2019 shall pay the same premium paid by other active employees of the City for single and dependent coverage. Payments shall be paid in twelve (12) equal monthly payments. Premium payments shall be for the retiree, retirees' spouse, and dependent children. Retired employees who become reemployed where insurance coverage is provided by the new employer shall be excluded from this provision. Upon attaining his eligible age of sixty-five (65) years for Medicare or such other age as Congress may subsequently determine, this coverage shall terminate and the retired employee shall make application to Medicare or to its successor program. The retired employee shall have the option of

purchasing Medicare supplement insurance at his expense through the City's group insurance carrier, if available.

12.4 Disabled Employee and Spouse and Dependents of Deceased Employee.

Except as provided under the Public Safety Employee Benefits Act, employees who are hired after May 1, 2009, and are otherwise disabled as that term is defined under 40 ILCS 5/4-112 shall be entitled only to the continuation of benefit coverage provided under 215 ILCS 5/367(f) as it exists or is amended from time to time. Employees hired after May 1, 2009 and retiring after May 1, 2009 or who are disabled off-duty after May 1, 2009 shall be responsible for 75% of the premium payment for both single and family coverage

13. TRAVEL ALLOWANCE

When a commissioned officer is authorized or required to drive a personal car for purposes related to employment, the employee shall be compensated therefore at the current allowable Internal Revenue Service rate for each mile necessarily traveled.

14. COMMISSIONED OFFICER TELEPHONE REQUIRED

Commissioned officer shall be required to have either a telephone in their residence or a cellular phone, and shall keep the Fire Chief advised, in writing, of such phone number and of any changes thereto. In the event a commissioned officer has only a cellular phone, such service shall be through an agreement with an established, reputable and reliable cellular phone service provider. It is recognized that "Trac Phones" or "pay as you go" cellular phone plans are not acceptable as an established, reputable and reliable cellular phone service. Commissioned officers shall also be provided a pager, which the parties agree all commissioned officers now have. The employer also requests that the pager be worn anytime said officer is outside his/her residence. The employer will page an employee for non-emergency overtime, allowing said employee five minutes to contact the Fire Department before moving to the next person, except when the employee on the top of the overtime list is already in the station. This procedure will start when it is known the overtime is needed, or as soon as practical. Both parties agree that the employee is free to promulgate required emergency response rules and regulations effective for all employees of the Department.

15. DUTIES OF FIREMEN

The duties of all commissioned officers shall be in accordance with state statute, City ordinances and resolutions, job descriptions or local custom, as the same may be promulgated from time to time.

15.1 Assistant Chiefs

Having unique management responsibilities, Assistant Chiefs may be assigned to a work schedule different than those established for other members.

16. DEPARTMENTAL MEETINGS

Routine departmental meetings of all commissioned officers may be called for the purpose of receiving and disseminating necessary information.

16.1 Meetings

No provision of this Section shall be construed to prohibit the calling of a meeting as may be necessary. Time spent in such meetings shall be considered hours worked, with a one (1) hour minimum, if the commissioned officer is not on duty. The Fire Chief shall notify any or all commissioned officers of the meeting at least one (1) week in advance, unless there is an emergency.

17. SETTLEMENT OF GRIEVANCES

17.1 Definition

A grievance is defined as a difference, complaint or dispute between the employer and the union or any employee regarding the application, meaning of this Agreement or conditions of employment.

17.2 Grievances may be processed by the union on behalf of any employee or on behalf of a group of employees or itself setting forth name (s) or group (s) of the employee (s). Either party may have the grievant (s) or one grievant representing group grievant present at any step of the grievance procedure, and the employee is entitled to union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

17.3 Grievant (s) Responsibility

Although it is understood that grievant (s) are entitled to union representation and/or one grievant may represent the alleged aggrieved parties; the grievant (s) are still mandated to be present at all meetings/discussions held between all parties. They may be excused from attendance if just cause is proven with agreement by both parties.

17.4 Union Responsibility

It will be the responsibility of the representatives of I.A.F.F. Local 1897 to screen all requests for grievance to determine legitimate cause.

17.5 Preliminary Oral Discussion

An attempt to resolve a grievance through oral discussion shall take place with the shift commander and Fire Chief. All grievances must be presented no later than ten (10) calendar days from the date the grievant knew or should have known of the occurrence-giving rise to the grievance.

17.6 Grievance Steps

Grievances shall be referred to the Fire Chief, in writing, within ten (10) calendar days of the date on which the commissioned officer knew or should have known of the event giving rise to the grievance. The Fire Chief shall respond in writing to each such grievance within seven (7) calendar days following receipt of the written grievance. If the grievance thereafter subsists, it shall be referred in writing to the standing Committee on Grievance, Negotiations and Personnel within seven (7) calendar days after the response by the Fire Chief is made. The Committee shall thereafter meet with the aggrieved fireman and his representative, if any, within fourteen (14) calendar days of submission of the written grievance to the Committee. Following such meeting, the Committee shall make its written answer within fourteen (14) calendar days following such meeting. However, by mutual consent, this latter (14) days period may be extended by an instrument in writing signed both by the aggrieved fireman or his representative and by the Chairman of the Committee or by the Chairman pro tem. If the grievance yet remains, it shall, within seven (7) calendar days of the committee's written answer, be submitted to the Mayor in writing. The Mayor shall make written answer within seven (7) calendar days of receipt of the written grievance. In addition, health and safety measures are grievable items or cases under the grievance procedure.

Any of the timelines provided for herein may be increased upon agreement between the Union and the City.

All grievances and/or answers hereunder may be served by personal service, hand delivery, or by e-mail upon the (i) Fire Chief; (ii) Chairperson of the Committee on Grievance, Negotiation, and Personnel; (iii) Mayor; (iv) or Union President, as applicable. In all events, a courtesy copy of any grievances submitted to the (i) Fire Chief; (ii) Chairperson of the Committee on Grievance, Negotiation, and Personnel; or (iii) Mayor, shall also be sent via e-mail to the City Attorney at his or her e-mail address as listed on the City's website or otherwise as may be provided to the Union President from time-to-time. Failure to serve the courtesy copy upon the City Attorney shall not be deemed to be a failure to comply with the time requirements set forth in this Section.

17.7 Arbitration

If, after the foregoing grievance process has been fully completed, the grievance yet subsists, either party may invoke binding arbitration within seven (7) calendar days of the Mayor's written answer by giving written notice of referral to the other party.

17.8 Authority of the Arbitrator

The authority of the arbitrator is specifically limited to the interpretation of the terms of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. This section relating to binding grievance arbitration shall not be interpreted to in any way constitute a delegation of any power or jurisdiction from the Police and Fire Commission to the arbitration process.

17.9 Time Limits

If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may agree to extend any time limits. If the City fails to provide an answer within the time limits so provided, Local 1897 may immediately appeal to the next step.

17.10 Discussion and Investigation

All grievance discussions and investigations shall take place in a manner, which avoids unreasonable interference with the employee's assigned duties and the City operations. Employee Committee members and Local 1897's legal counsel may examine records and employer files relevant to the investigation of a grievance upon receiving permission from the Fire Chief or his designee. The Chief may refer the request to the Mayor. Neither the Chief nor the Mayor shall unreasonably withhold the permission.

17.11 Selection of Arbitrator

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the union within 7 business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of 7 names of persons from their grievance arbitration panel, who are residents of Illinois, and members of the National Academy of Arbitrators. The employer and the union shall each have one opportunity to request the submission of a different grievance arbitration panel meeting the same requirements. Once a panel has been accepted, each party shall have the right to strike 3 names from the list. A toss of a coin shall determine which party will first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice more 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).

17.12 Court Reporter; Costs of Arbitration

A qualified court reporter shall be present at all arbitration hearings and shall make a full and complete record thereof. The parties to the arbitration hearing shall equally share the costs of such court reporter. Any party requesting a transcript of the hearing shall bear the cost thereof except that if both parties request a transcript, they shall equally share the total cost thereof.

17.13 Effect of Arbitration

Subject to the appeal procedure set forth by the Uniform Arbitration Act, the decision of the arbitrator shall be final and binding.

18. CHECK - OFF SYSTEM

Union dues or fair share payment shall be deducted from a commissioned officer's paycheck upon receiving written authorization from the commissioned officer and shall be paid to the treasurer of the Local union each month.

19. ACCRUAL AND FORFEITURE OF SENIORITY

All commissioned officers shall be given seniority beginning with the date of employment with the department. Months of layoff do not count towards seniority. Temporary full-time commissioned officers shall be allowed credit for seniority for continuous past month's service, if hired on a permanent basis without a lapse in employment. Seniority shall be forfeited for any of the following reasons:

1. Commissioned officer resigns
2. Commissioned officer is discharged for just cause. No holiday, vacation, personal days, or other paid time off shall accrue while on an unpaid leave of absence, unless otherwise provided for by law.

20. LAYOFFS

20.1 Notice to be given

Any commissioned officer may be laid off by applicable statutes without reflection on the commissioned officer's standing for lack of work or funds. At least two (2) weeks notice of the effective date of a layoff shall be given each commissioned officer affected thereby.

20.2 Order to be Followed When Laying Off

Commissioned officers shall be laid off in conformity with the Illinois Fire and Police Commission Act (65 ILCS 5/10-2.1-1). Layoffs to accomplish a reduction in the

department rank structure shall be by seniority in the rank to the next lower rank. Layoffs to reduce the size of the department shall be by overall seniority in the department. Or, a combination of the foregoing may be utilized, as, for example, in a reduction of both department size and rank structure.

Civilian employees of greater overall seniority may be laid off before less senior commissioned officers are laid off.

20.3 Order to be Followed in Call-Back

Recall of commissioned officers shall be in conformity with the requirements of the Fire and Police Commission Act (65 ILCS 5/10-2.1-1), that is to say, by inverse order of layoff.

Commissioned officer laid off at a later date may be recalled before civilian employees laid off at an earlier date.

21. EDUCATION EXPENSE

The City shall reimburse the commissioned officer for tuition and books required for attending any job related course or for attending any course required for a job related degree, in the amount not reimbursed by other agencies, providing such was approved in advance by the Fire Chief, and shall not be unreasonably denied. The City shall pay any fees associated with, but not limited to, certifications, re-certifications, licenses and/or license renewal. The above reimbursement would be contingent upon the successful completion of such course.

22. RESIDENCY REQUIREMENT

Within 90 days after the expiration of an employee's probationary period, an employee shall either reside within the city limits of the City of Canton or reside no more than twenty-five (25) minutes from the Fire Station located at 101 East Spruce Street. The twenty-five (25) minute radius shall be determined by using three (3) mapping services, including Google Maps®, Yahoo! Maps®, and MapQuest®, including any successors or mergers of these three (3) companies. As long as one (1) of the three (3) mapping services has the location within twenty-five (25) minutes, the location will qualify under this Section.

23. GENERAL PROVISIONS

23.1 All benefits except insurance changes by the insurance committee will remain in full force and effect for the term of this agreement.

23.2 Nothing in this agreement shall be construed to negate the status of the employer as a municipal employer and any provisions hereof which, by interpretation or otherwise,

would abridge or restrict the power and authority conferred by law on the employer as a municipal employer shall be void and of no effect.

23.3 No Strike or Lock-Out

The employer agrees that there shall be no lock-out during the term of this agreement. The union agrees that there will be no strike by itself and that it will not authorize or encourage any strike by any employees during the term of this agreement.

23.4 Firefighters shall not be utilized as strikebreakers, nor be utilized to perform work normally performed by other skilled trade/labor unions.

23.5 Titles or Headings

Any titles or headings in this agreement are inserted solely for the convenience of reference and shall not be deemed to limit or affect the meaning, construction or effect of any provision of this agreement.

23.6 Totality

The employer and union acknowledges that during the negotiations which resulted in this agreement, both parties had the unlimited opportunity to present all demands and proposals and that this agreement shall constitute the entire agreement between the parties for its duration, unless mutually agreed upon by both parties.

23.7 Conflict with Existing Policies or Regulations

If there is a conflict between an existing City policy or regulation and an expressed term or provision of this agreement, the term or provision of this agreement shall apply.

23.8 Management's Rights

The employer shall retain its inherent management rights, which shall include such areas of discretion or policy as the function of the employer, the standards of services, its overall budget, the organization structure and selection of new employees, examination techniques and direction of employees, and the total number of employees employed. Furthermore, except as otherwise provided elsewhere in the terms of this agreement, the employer shall retain the right to promote, suspend, discipline or discharge employees with just cause, to lay off or relieve employees from duty; to make, publish and enforce reasonable rules and regulations; and to introduce new or improved methods, equipment or facilities, provided that no right enumerated in this agreement shall be exercised or enforced in a manner contrary to the provisions of this agreement.

23.9 Termination

This agreement shall be effective as of the First (1st) day of May 2021, and shall remain in full force and affect through the 30th day of April 2024. It shall automatically be renewed unless either party notifies the other in writing, no less than one hundred twenty (120) calendar days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days after the notice is delivered. In the event an agreement cannot be reached, the dispute will be resolved in accordance with Section 14 of IPLRA, except for selecting neutral arbitrator which will be done following the procedure set forth in Article 17.11 of this agreement.

23.10 Contingency

This agreement is not an appropriation, but it is recognized by both parties that any and all monetary considerations in this agreement shall become part of the appropriation ordinance and budget adopted by the City Council.

23.11 Effective Date of this Agreement

All provisions and benefits of this agreement shall be effective as of May 1, 2021.

24. DISCIPLINE

24.1 Disciplinary Actions

Disciplinary actions instituted by the Employer shall be for just cause.

The Employer agrees with the tenets of progressive and corrective discipline, whereby discipline shall be designed to improve behavior and not merely to punish. Where the Employer believes just cause exists to institute disciplinary action it shall have the option to access any of the following penalties, as it deems appropriate and based upon the circumstances:

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

The Employee may file a written reply to any reprimand. Except for oral reprimands, a grievance may be filed as to disciplinary actions instituted against an employee. Disputes as to such actions shall proceed in accordance with the procedure set forth in Article 17 of this Agreement except that disciplinary grievances involving written reprimands may be processed through the grievance procedure through and including Step 3, but shall not be subject to arbitration. However, if the Employer seeks to use a written reprimand for the imposition of more severe discipline, and the written reprimand was originally

grieved through and including Step 3, the merits of the written reprimand may be raised by the employee in arbitration.

24.2 Notice and Investigation

A copy of all disciplinary notices shall be provided to the Union.

The imposition of discipline will be performed in a reasonable and timely manner and where possible shall be done in private in order to prevent the employee from being unduly embarrassed.

24.3 Discipline by the Fire Chief

If the discipline is within the authority of the Fire Chief (suspensions of not more than five (5) consecutive calendar days), the following steps will apply:

1. The Fire Chief shall serve a written notice of the charges and punishment upon the employee involved and submit a copy to the Union.
2. Upon receipt of the notice, the employee may elect to appeal the disciplinary action (excluding oral reprimands) either to the Board of Fire and Police Commissioners of the City or, subject to approval of the Union, through the grievance/arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other. The election of whether to appeal the discipline to the Board of Fire and Police Commissioners or through the grievance/arbitration procedure shall be done within ten (10) calendar days from service of the Chief's notice in paragraph one above.

A. Board of Fire and Police Commissioners

If the employee notifies the Fire Chief in writing of a desire to have the charges heard before the Board of Fire and Police Commissioners, the Fire Chief shall within ten (10) calendar days so notify the Secretary of the Board of Fire and Police Commissioners. The time period may be extended by mutual agreement of both parties.

B. Grievance/ Arbitration Option

The Union may file a grievance on disciplinary action (excluding oral reprimands) against an employee. The grievance shall be filed within the timeline specified in Step 1 of the grievance procedure in Article 17 of this Agreement.

If the Union decides not to file a grievance the employee may appeal the discipline to the Board of Fire and Police Commissioners and shall have no other option to use the grievance/ arbitration procedure for that discipline.

If the Union decides to file a grievance, the Union may submit it to arbitration in accordance with Article 17 of this Agreement, except for written reprimands as previously stated. If the discipline is sustained by an arbitrator's decision, neither the Union nor the employee shall have any further right to contest such charges and penalty before the Board of Fire and Police Commissioners.

24.4 Suspensions Over Five (5) Days and Discharge

If the Discipline proposed is beyond the authority of the Fire chief and within the authority of the Board of Fire and Police Commissioners, the following steps apply:

1. The City shall serve written notice of the charges and proposed punishment upon the employee involved and also submit a copy to the Union.
2. Upon receipt of the notice the employee may elect to have the proposed disciplinary action heard by either, The Board of Fire and Police Commissioners or, subject to the approval of the Union, through the grievance/ arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other. The election of whether to appeal the discipline to the Board of Fire and Police Commissioners or through the grievance/ arbitration procedure shall be made within ten (10) calendar days from service of the notice in paragraph one above.

A. Board of Fire and Police Commissioners Option

If the employee notifies the Fire Chief in writing of a desire to have the charges heard before the Board of Fire and Police Commissioners, the Fire Chief shall, within ten (10) calendar days, so notify the Secretary of the Board of Fire and Police Commissioners. The Fire Chief may proceed with the proposed disciplinary action and the employee may contest the charges before the Board of Fire and Police commissioners subject to the employee's right to appeal the hearing described therein. The City shall not file any formal charges with the Board of Fire and Police Commissioners before the employee has had an opportunity to exercise his/her election of remedies within ten (10) calendar days. The timeline may be extended by mutual agreement of both parties.

B. Grievance/ Arbitration Option

The Union may file a grievance to a proposed disciplinary action against an employee. The grievance shall be filed within the timeline specified in Step 1 of the grievance procedure in Article 17 of this Agreement.

If the Union decides not to file a grievance, or the Fire Chief fails to receive election of the Union to do so within ten (10) day period, provided for above, the Fire Chief may proceed with the charges in a hearing before the Board of Fire and Police Commissioners.

If the Union decides to file a grievance, the grievance shall be arbitrated in the same as provided in Article 17 of this Agreement. Pending arbitration of the grievance, the Fire Chief immediately implement the penalty and neither the Union nor the employee shall have any further rights to contest such charges and penalty before the Board of Fire and Police Commissioners.

25. HEALTH & WELLNESS

- 25.1 The City of Canton and Fire Fighters Local 1897 agree to maintain the terms of the current Fire Service Joint Labor Management Wellness/Fitness Initiative in accordance with any standard operating procedures or order of the City currently in place.
- 25.2 Both parties acknowledge that the City of Canton has adopted a Drug and Alcohol policy, and said policy continues in effect for the term of this contract. Upon any mutually agreed amendments thereto, the employees shall sign an acknowledgment of receipt upon the City providing copies to the employees. It is further understood that a medications notification policy will be implemented within the Canton Fire Department.
- 25.3 In the event the City desires to modify its current standard operating procedures or orders of the City in relation to the Wellness/Fitness Initiative or to modify its drug and alcohol policy, then the City may request that the Union reopen this limited portion of the contract to do so. The Union may agree to this limited reopener, but has no obligation to do so or to agree to the reopener nor to any proposed change.

26. PROMOTIONAL TESTING

1. The final Promotional Examination score for promotions within the Fire Department shall be determined as follows:

<u>Component</u>	<u>% of Total Score/Max. Points</u>
Seniority	16% / 16 points
Ascertained Merit	24% / 24 points
Subjective Merit	15% / 15 points
Written Examination	45% / 45 points
Veterans Preference	5 additional points (not weighted)

2. Seniority is to be determined as of the date the written examination is given and will be calculated as follows: 1) 1/2 point per year for each full year of service as a full-time fire fighter with the Canton Fire Department up to a maximum of eight (8) points; and, 2) 1/2 point per year for each full year served in the candidates current rank up to a maximum of eight (8) points.

3. Candidates for promotion shall be awarded points for ascertained merit based upon the schedule attached as Appendix C hereto. A candidate must submit his or her

claim for ascertained merit, with proof thereof, to the board three (3) weeks prior to the date set for the written examination.

4. The subjective evaluation shall be an oral interview or an assessment center and shall be competitive and consist of questions related to and associated with the performance of duties for the position sought.

5. The points to be awarded each candidate for promotion for seniority, ascertained merit and resulting from the subjective evaluation will be posted at least two (2) weeks prior to the conduct of the written examination.

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

7. A Candidate's total score shall consist of the combined point totals awarded for seniority, ascertained merit, subjective evaluation, written examination plus veteran's preference points. Candidates shall take rank upon a promotional eligibility register in the order of their relative excellence as determined by their total score. In the event of a tie score, the placement of the tied candidates' names on the eligibility list shall be determined by seniority. A candidate who fails to achieve a minimum total score of 60 will not be placed upon the final promotional eligibility list. All promotions shall be made in rank order, from top to bottom, unless the top candidate has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting his or her ability to perform the duties of the promotional rank.

8. While candidates may test and be placed upon a final promotional eligibility list without the following prerequisites, a candidate for promotion to the position of Fire Lieutenant, at the time a vacancy occurs, must have served as a fire fighter with the Canton Fire Department for a period of three (3) years and attained certification as a Fire Fighter III. A candidate for the position of Assistant Chief, at the time a vacancy occurs, must have served a minimum of one (1) year as a Canton Fire Department Fire Lieutenant and attained certification as a Fire Officer I. Candidates who lack the required prerequisites at the time a vacancy occurs, while disqualified for the immediate promotion, shall retain their position on the eligibility list and shall, provided the necessary service component and training certifications are attained, be eligible for promotion when later vacancies occur.

9. The promotional process shall be in accordance with the Fire Department Promotion Act (50 ILCS 742) unless specifically modified herein.

10. The Fire and Police Commission shall notify the Local a minimum of 90 days before the beginning of any promotional testing process.

11. The Local shall appoint two observers for any promotional testing process. These observers will be present during all parts of the testing process including but not limited to: subjective evaluation, written examination, and Fire and Police Commission Meetings pertaining to an active testing process. The City may also appoint two observers for the promotional testing process.

27. FIRE INSPECTION

Fire inspection work shall be assigned to bargaining unit employees in accordance with the following conditions:

1. Such work shall be assigned for members of the bargaining unit provided that this shall not limit the Fire Chief from supervising and participating in inspections being preformed by bargaining unit members or performing building plan reviews.
2. Such work shall be assigned to employees on shift as well as off-duty.

Off-duty work shall be assigned as follows:

- A. Work may include Fire Inspections and or Fire Prevention activities.
- B. Bargaining unit shall be qualified and assigned to a rotating list in the same manner as the Overtime list. ("Qualified" employees are those who are certified as Fire Officer I and Provisional Fire Officer I, Fire Prevention Officer I or higher, and/ or Fire Inspector I or higher.
- C. The City guarantees a minimum of 60 hour of said work per calendar year quarter.
- D. The 7(g) rate of pay shall be \$12.00 per hour.
- E. Employees performing any 7(g) work shall not engage in fire suppression activities.
- F. Off-duty employees called back or reassigned to fire suppression work shall be paid for such work as regular overtime as per sections 1.7 and 9.1 of this agreement.
- G. The Union shall agree to "indemnify" the City for 7(g) work based upon the language in appendix B.

28. SHIFT STAFFING

The City and the Union jointly recognize the importance of staffing duty shifts with firefighters that are qualified and hired in accordance with the high standards established under Illinois law (65 ILCS 5/10-2.1-4) (65 ILCS 5/10-1-14, 70 ILCS 705/16.06(a)). Therefore, in accordance with the duties and authority vested in them under such law, the parties agree to the following:

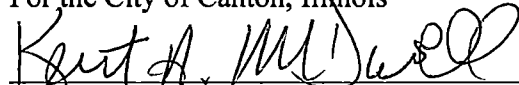
1. The City currently assigns a non-mandatory level of five (5) commissioned officers per shift;

2. Commissioned officers are provided no more than one (1) slot on each shift to cover vacations, and other contractually scheduled time off;
3. No non-commissioned officers may be substituted for a commissioned officer who is off duty due to contractually scheduled time off without express written agreement of the Union.
4. The City shall maintain a level of four (4) commissioned officers on duty at all times.
5. In the event that the City can demonstrate a Bona-fide financial hardship, the City shall have the right to demand to bargain with the Union over modifying the minimum officers on duty requirement. In the event that the City and Union cannot agree while bargaining, either party may invoke binding arbitration by giving written notice to the other party.

In accordance with 65 ILCS 5/10-2.1-4, 65 ILCS 5/10-1-14, 70 ILCS 705/16.06 (a) the City shall not use any person who has not qualified for regular appointment under Section 2-1-4/10-1-14/16.06 (a) as a temporary or substitute for a commissioned officer. The use of a temporary or substitute employee shall only be used when filling a vacancy of 30 days or more. Said temporary or substitute employee shall also have at least a FFII certification from the Office of the State Fire Marshal of the State of Illinois as well as being at least an EMT B/D in accordance with the Peoria Area EMS Office.


IN WITNESS WHEREOF, the parties hereto have executed and delivered the foregoing agreement in two duplicate copies, each of which is hereby declared to be an original for all purposes. Dated this 21 day of February, 2022.

For the City of Canton, Illinois




Mayor of the City of Canton, IL

ATTEST:

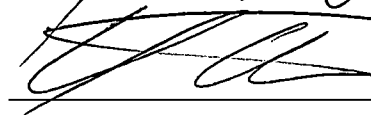


City Clerk

For the Union:


_____, Its President


_____, Its Vice President


_____, Its Secretary

Appendix A - Salary Schedule

APPENDIX A					
SALARY SCHEDULE					
Step	Years of Service	Effective: May 1, 2021	Effective: May 1, 2022	Effective: May 1, 2023	
A. Firefighter Base Salary					
I.	Probationary	\$53,414 /annual	\$54,883 /annual	\$56,392 /annual	
II.	Starting 2nd Year	\$56,512 /annual	\$58,066 /annual	\$59,663 /annual	
III.	Starting 3rd Year	\$59,844 /annual	\$61,490 /annual	\$63,181 /annual	
IV.	Starting 4th Year	\$66,177 /annual	\$67,997 /annual	\$69,867 /annual	
V.	Starting 5th Year	\$66,805 /annual	\$68,642 /annual	\$70,530 /annual	
VI.	Starting 7th Year	\$68,540 /annual	\$70,425 /annual	\$72,362 /annual	
VII.	Starting 10th Year	\$71,054 /annual	\$73,008 /annual	\$75,016 /annual	
VIII.	Starting 15th Year	\$72,723 /annual	\$74,723 /annual	\$76,778 /annual	
IX.	Starting 20th Year	\$76,262 /annual	\$78,359 /annual	\$80,514 /annual	
X.	Starting 25th Year	\$78,500 /annual	\$80,659 /annual	\$82,877 /annual	
XI.	Starting 30th Year	\$80,784 /annual	\$83,006 /annual	\$85,288 /annual	
B. Lieutenant Base Salary					
I.	Base	\$74,340 /annual	\$76,384 /annual	\$78,485 /annual	
II.	Starting 15th Year	\$76,033 /annual	\$78,124 /annual	\$80,272 /annual	
III.	Starting 20th Year	\$78,987 /annual	\$81,159 /annual	\$83,391 /annual	
IV.	Starting 25th Year	\$81,883 /annual	\$84,135 /annual	\$86,448 /annual	
V.	Starting 30th Year	\$84,168 /annual	\$86,483 /annual	\$88,861 /annual	
C. Assistant Fire Chief Base Salary					
I.	Base	\$77,622 /annual	\$79,757 /annual	\$81,950 /annual	
II.	Starting 15th Year	\$79,510 /annual	\$81,697 /annual	\$83,943 /annual	
III.	Starting 20th Year	\$82,441 /annual	\$84,708 /annual	\$87,038 /annual	
IV.	Starting 25th Year	\$85,166 /annual	\$87,508 /annual	\$89,915 /annual	
V.	Starting 30th Year	\$87,450 /annual	\$89,855 /annual	\$92,326 /annual	
D. Longevity Pay					
I.*	Step A	20 years and over but not over 25 years		\$7,000.00 /annual	
II.*	Step B	25 years and over		\$7,500.00 /annual	
E.	7(g) Rate	\$12.00 /hour			
*Payable as provided in Article 4.1.B of this Agreement					
*It is understood by the parties with respect to Article 4.1.B and 11.1 of this Agreement that the additional health care premium is payable by the employee to the City's health care fund whether or not they are enrolled in the City's group coverage or not.					

Appendix B - Indemnification

In consideration of the Employer's agreement to allow employees to establish time due compensatory time banks and to schedule time due in accordance with the terms and conditions of this section, the Union agrees to the following:

1. Subject to the parties' agreements and adoption of the alternative procedure described in paragraph (2.), The Union and its bargaining unit members agree to defend, indemnify, save and hold harmless the City, its officers, agents and employees, from any and all damages, costs, expenses and penalties arising from any complaint or allegation that these restrictions on the use of Compensatory Time do not comply with Section 7 (o)(5) of the Fair Labor Standards Act regarding the use of compensatory time.
2. Any and all disputes that may arise between the parties as to the administration of this section shall be resolved through the grievance arbitration procedure, ARTICLE 27 of this agreement, except that such grievance shall be filed at Step 3. The parties' agreement to utilize the grievance procedure to resolve any disputes arising under this section is based upon the authority vested in them under §§8 and 15 (b) of the Act, 5 ILCS §§315/8, 315/15(b). Such agreement is also made in reliance upon the Supreme Court's decision in 14 Penn Plaza LLC v. Pyett, 129 S. Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of time due available to employees from their compensatory time banks as established under this section do not comply with §7(o) (5) of the FLSA, 29 USCA §207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable § 7 (o) standards of the FLSA, the cash value of any time due in dispute based on the then applicable overtime rate or awarding additional compensatory time off and shall have no authority to award any attorneys fees or any penalties against the parties.

Appendix C - Ascertained Merit

Firefighter III/Advanced Technician Firefighter	2 Points
Certified Fire Officer I/Company Fire Officer (Lieutenant Only) (Including Provisional)	3 Points
Certified Fire Officer II/Advanced Fire Officer (Including Provisional)	3 Points
Certified Fire Officer III (Including Provisional)	3 Points
Fire Science Classes*	.08 Points/ 3 Sem. Hours
Associates Degree	2 Points
Fire Science Technology	4 Points
Bachelors Degree	4 Points
Fire Service Administration	8 Points
Public Administration	8 Points
Masters Degree	8 Points
Fire Service Administration	12 Points
Public Administration	12 Points
Miscellaneous Certifications	1 Point Each (Max. 7)
Office of the State Fire Marshall	
National Fire Academy	

***Note: Fire Science Classes are not cumulative with Associates Degree Points.**
THE MAXIMUM NUMBER OF ASCERTAINED MERIT POINTS
AWARDED SHALL NOT EXCEED 24 IN TOTAL

EXHIBIT B

SIDE LETTER OF AGREEMENT

This Side Letter of Agreement (“SLA”) between the City of Canton, an Illinois municipal corporation (the “City”) and the Canton Fire Fighters, Local 1897, I.A.F.F., A.F.F.I, AFL/CIO (the “Union”) is intended to serve as a confirmation of the City and the Union’s additional agreements, subject to the Union having ratified a Collective Bargaining Agreement, consistent with the City’s proposals and the Parties’ tentative agreements, prior to 11:59 p.m. on Monday, February 7, 2022. The Union and the City may collectively be referred to hereinafter as the “Parties.”

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement, dated May 1, 2021 through April 30, 2024 (the “CBA”);

WHEREAS, as part of the negotiations for the above-described CBA, the City offered to pay certain “COVID Premium Pay,” as described below, in the event that the Union ratified a CBA, consistent with the City’s proposals and the Parties’ tentative agreements, prior to 11:59 p.m. on Monday, February 7, 2022;

WHEREAS, the Union ratified the CBA, consistent with the City’s proposals and the Parties’ tentative agreements, prior to 11:59 p.m. on February 7, 2022.

NOW, THEREFORE, in consideration of the foregoing, the City and Union agree to the following:

A. All eligible workers (defined in Section B below) that are also Employees under the CBA, as of May 1, 2022, who also worked at least 15.3846 hours during the COVID-19 public health emergency, shall be paid an amount of Two Hundred and No/100 (\$200.00) (hereinafter “COVID Premium Pay”). The COVID Premium Pay will be paid in a lump sum on the first paycheck in May 2022 or by a separate check at the time of the first paycheck in May 2022. The COVID Premium Pay shall be in addition to wages or remuneration of the employee and shall be separate from and not utilized for the computation of any wages, overtime, sick/personal leave, holiday pay, vacation pay, compensatory time, or any other compensation paid by the City to the employee.

B. An “eligible worker” for purposes of this SLA shall mean those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each chief executive officer of a metropolitan city, nonentitlement unit of local government, or county may designate as critical to protect the health and well-being of the residents of their metropolitan city, nonentitlement unit of local government, or county. By executing below, the Mayor of the City of Canton is designating employees subject to the CBA as “eligible workers.”

C. The Union and the City agree that the COVID Premium Pay is being paid to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City of Canton that are performing such essential work.

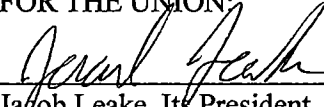
D. The parties agree that this SLA is intended to be compliant with the American Rescue Plan of 2021 (Public Law No. 117-2, 117th Congress) and any regulations promulgated in relation thereto (collectively “ARPA”). To the extent any provisions of this SLA are found to be non-compliant with ARPA, then the City and the Union agree to meet to attempt to remedy any issues to accomplish

the foregoing. However, in no event shall the City be required to pay more than \$200.00 per eligible worker that is also an Employee nor be required to pay any of the COVID Premium Pay from any source other than funds provided to the City, as a non-entitlement unit, pursuant to ARPA.

E. The City and Union agree that this SLA is intended to be a non-recurring, one-time payment from the ARPA funds received by the City of Canton, and this SLA shall expire in its entirety upon the City's payments in May 2022. The City and Union further agree that the COVID Premium Pay is not "salary for pension purposes" under 50 Ill. Adm. Code 4402.35 and it shall not be used in determining an employee's pension. Nothing in this provision precludes the City from agreeing to award additional COVID Premium Pay in the future, but in no way is the City required to do so.

Dated this 21 day of February, 2022.

FOR THE UNION:

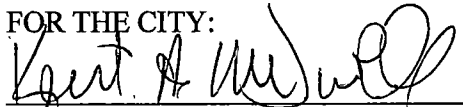


Jacob Leake, Its President



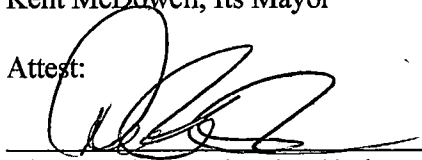
Union Representative

FOR THE CITY:



Kent McDowell, Its Mayor

Attest:



Diana Pavley-Rock, City Clerk