

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

Tuesday, September 4, 2018

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.
Mayor Chamberlain presiding.

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

(3) Public Comment: (Please register with the City Clerk):

(4) Approval of minutes of the regular meeting of the Belvidere City Council of
August 20, 2018; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Constitution Week Proclamation.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Belvidere Police Department Overtime Report of August 14, 2018 through
August 27, 2018.

(B) Belvidere Fire Department Overtime Report of August 15, 2018 through
August 28, 2018.

(C) Minutes of Committee of the Whole – Public Safety and Finance and
Personnel of August 27, 2018.

(9) Unfinished Business:

(A) Ord. #415H – 2nd Reading: An Ordinance Amending Chapter 150, Zoning
Ordinance of the Municipal Code (Nonconforming Use Regulations).

(B) Ord. #416H – 2nd Reading: An Ordinance Granting a Special Use to Permit a
Solar Farm within the RH, Rural Holding District (825 N. Appleton Road).

- (C) Ord. #417H – 2nd Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment (Bar/Tavern with Video Gaming) within the GB, General Business District (1776 Logan Avenue).
- (D) Ord. #418H – 2nd Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment (Bar/Tavern with Video Gaming) within the CB, Central Business District (522 South State Street).
- (E) Ord. #419H – 2nd Reading: An Ordinance Granting a Special Use to Permit In-Vehicle Sales or Service within the GB, General Business District (925 Logan Avenue).
- (F) Ord. #420H – 2nd Reading: An Ordinance Granting a Special Use to Amend a Planned Development within the SR-4, Single Family Residential-4 District (Shaw Mills and Glenmoor of River Run Subdivisions).
- (G) Ord. #421H – 2nd Reading: An Ordinance Amending Chapter 150, Zoning Ordinance of the Municipal Code (Nonconforming Use Regulations).
- (H) Ord. #422H – 2nd Reading: An Ordinance Granting a Special Use to Permit a Single-Family Residence within the CB, Central Business District (519 South Main Street).
- (I) Motion to approve the proposal from Northern Contracting in the amount of \$9,620 for the installation of a 30' cantilever gate. This work will be paid for from Street Department line item #01-5-310-6002. Tabled August 20, 2018.

(10) New Business:

- (A) Ord. #423H – 1st Reading: An Ordinance Amending Section 10-37, Prohibited Employment of the City of Belvidere Municipal Code.
- (B) Res. #2083-2018: A Resolution Authorizing the Execution of a Collective Bargaining Agreement with the Belvidere Fire Department Officers a Historic Bargaining Unit ILRB Case S-CA-09-125.
- (C) Reconsideration of Ordinance #412H – An Ordinance Creating a Home Rule Municipal Retailers Occupation Tax and Home Rule Municipal Service Occupation Tax for the City of Belvidere, Illinois.

Motions forwarded from Committee of the Whole – Public Safety and Finance and Personnel of August 27, 2018.

Public Safety Motion – Chairman Crawford:

- (A) Motion to approve the Intergovernmental Agreement for Police Services (Conservation District).

Finance Motion – Chairman Ratcliffe:

- (B) Motion to approve entering into an equipment maintenance agreement with Marco Technologies LLC.

Public Works Motions – Chairman Brooks:

- (C) Motion to approve the proposal from Engel Electric in the amount of \$25,808 to complete the installation of a new VFD at Well #4 and install the soft start from Well #4 at Well #5. This work will be paid for from line item #61-1790 Water Depreciation.
- (D) Motion to approve the low bid from Municipal Well & Pump for the chemical treatment and disinfection of Well #7 in the amount of \$162,330. This work will be paid for from the Water System Depreciation Account.

(11) Adjournment:

State of Illinois SS
Belvidere, Illinois

**Belvidere City Council
Regular Session
Minutes**

Date: August 20, 2018

Convened in the Belvidere City Council Chambers, 401 Whitney Blvd, Belvidere Illinois at 7 p.m.

Call to order by Mayor Chamberlain.

- (1) Roll Call: Present: R. Brooks, G. Crawford, W. Frank, M. Freeman,
T. Porter, T. Ratcliffe, M. Sanderson, D. Snow and C. Stevens.
Absent: M. Borowicz.

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Building Director Lesa Morelock,
Public Works Director Brent Anderson, City Treasurer Thornton, Community
Development Planner Gina DelRose, Police Chief Woody, City Attorney Drella and
City Clerk Arco.

- (2) Pledge of Allegiance:
Invocation:

- (3) Public Comment:

- (A) Sheila Fowler spoke in favor of the proposed sales tax increase.
(B) Andy Racz spoke in favor of the proposed sales tax increase.

- (4) Approval of Minutes:

- (A) Approval of minutes of the regular meeting of the Belvidere City Council of
August 6, 2018; as presented.

Motion by Ald. Crawford, 2nd by Ald. Brooks to approve the minutes of the regular
meeting of the Belvidere City Council of August 6, 2018. Roll Call Vote: 9/0 in favor.
Ayes: Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow and
Stevens. Nays: None. Motion carried.

- (5) Public Hearing: None.

(6) Special Messages: Mayor Chamberlain reported the Boone County Historical Museum Ice Cream Social would be held Tuesday, August 21, 2018.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,677,314.46
Water & Sewer Fund Expenditures: \$ 567,001.87

Motion by Ald. Ratcliffe, 2nd by Ald. Snow to approve the General & Special Fund Expenditures in the amount of \$1,677,314.46. Roll Call Vote: 9/0 in favor.
Ayes: Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens and Brooks. Nays: None. Motion carried.

Motion by Ald. Frank, 2nd by Ald. Ratcliffe to approve Water & Sewer Fund Expenditures in the amount of \$567,001.87. Roll Call Vote: 9/0 in favor.
Ayes: Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Brooks and Crawford. Nays: None. Motion carried.

(8) Committee Reports & Minutes of City Officers:

- (A) Belvidere Police Department Overtime Report of July 31, 2018 through August 13, 2018.
- (B) Belvidere Fire Department Overtime Report of July 26, 2018 and August 1, 2018 through August 14, 2018.
- (C) Monthly Treasurer's Report for July 2018.
- (D) Monthly General Fund Report for July 2018.
- (E) Monthly Water/Sewer Fund Report for July 2018.
- (F) Minutes of Planning and Zoning Commission of August 14, 2018.

Let the record show these reports and minutes were placed on file.

- (G) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of August 13, 2018.

Motion by Ald. Freeman, 2nd by Ald. Sanderson to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of August 13, 2018.
Roll Call Vote: 9/0 in favor. Ayes: Freeman, Porter Ratcliffe, Sanderson, Snow, Stevens Brooks, Crawford and Frank. Nays: None. Motion carried.

(9) Unfinished Business:

- (A) Ord. #412H – 2nd Reading: An Ordinance Creating a Home Rule Municipal Retailers Occupation Tax and Home Rule Municipal Service Occupation Tax for the City of Belvidere, Illinois.

Motion by Ald. Crawford, 2nd by Ald. Brooks to pass Ord. #412H.

Motion by Ald. Stevens, 2nd by Ald. Sanderson to amend to include revenues only used for Southside Flooding and include a 10-year sunset clause. Roll Call Vote: 4/5 in favor of amendment. Ayes: Frank, Porter, Sanderson and Stevens. Nays: Brooks, Crawford, Freeman, Ratcliffe and Snow. Motion lost.

Roll Call Vote: 6/3 in favor of passage of Ord. #412H. Ayes: Ratcliffe, Snow, Stevens, Brooks, Crawford, Freeman. Nays: Porter, Sanderson and Frank. Motion carried.

(B) Ord. #413H – 2nd Reading: An Ordinance Amending Article VII of Chapter 74, of the City of Belvidere Municipal Code to add a New Section 74-259, Sale of Tobacco or Alternative Nicotine Products to Minors Prohibited.

Motion by Ald. Snow, 2nd by Ald. Sanderson to pass Ord. #413H. Roll Call Vote: 9/0 in favor. Ayes: Ratcliffe, Sanderson, Snow, Stevens, Brooks, Crawford, Frank, Freeman and Porter. Nays: None. Motion carried.

(C) Ord. #414H – 2nd Reading: An Ordinance Amending Chapter 98, of the City of Belvidere Municipal Code to add a New Article IX Small Wireless Facilities Deployment.

Motion by Ald. Snow, 2nd by Ald. Ratcliffe to pass Ord. #414H. Roll Call Vote: 9/0 in favor. Ayes: Sanderson, Snow, Stevens, Brooks, Crawford, Frank, Freeman, Porter and Ratcliffe. Nays: None. Motion carried.

(10) New Business:

(A) Ord. #415H -1st Reading: An Ordinance Amending Chapter 150, Zoning Ordinance of the Municipal Code (Nonconforming Use Regulations).

(B) Ord. #416H – 1st Reading: An Ordinance Granting a Special Use to Permit a Solar Farm within the RH, Rural Holding District (825 N. Appleton Road).

(C) Ord. #417H – 1st Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment (Bar/Tavern with Video Gaming) within the GB, General Business District (1776 Logan Avenue).

(D) Ord. #418H – 1st Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment (Bar/Tavern with Video Gaming) within the CB, Central Business District (522 South State Street).

(E) Ord. #419H – 1st Reading: An Ordinance Granting a Special Use to Permit In-Vehicle Sales or Service within the GB, General Business District (925 Logan Avenue).

(F) Ord. #420H – 1st Reading: An Ordinance Granting a Special Use to Amend a Planned Development within the SR-4, Single Family Residential-4 District (Shaw Mills and Glenmoor of River Run Subdivisions).

(G) Ord. #421H – 1st Reading: An Ordinance Amending Chapter 150, Zoning Ordinance of the Municipal Code (Nonconforming Use Regulations).

(H) Ord. #422H – 1st Reading: An Ordinance Granting a Special Use to Permit a Single-Family Residence within the CB, Central Business District (519 South Main Street).

Let the record show Ordinances #415H, #416H, #417H, #418H, #419H, #420H, #421H and #422H were placed on file for first reading.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of August 13, 2018.

(A) Motion to provide barricades on Whitney Blvd between Buchanan Street and Locust Street and State Street and Pleasant Street on August 21, 2018 for the Boone County Historical Museum Ice Cream Social. Roll Call Vote: 9/0 in favor. Ayes: Snow, Stevens, Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe and Sanderson. Nays: None. Motion carried.

(B) Motion to approve the proposal from Northern Contracting, in the amount of \$9,620 for the installation of a 30' cantilever gate. This work will be paid for from Street Department line item #01-5-310-6002. Motion by Ald. Freeman, 2nd by Ald. Brooks to table. Roll Call Vote: 8/1 in favor. Ayes: Stevens, Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe and Sanderson. Nays: Snow. Motion carried.

(11) Adjournment:

Motion by Ald. Crawford, 2nd by Ald. Brooks to adjourn the meeting at 7:47 p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk



Proclamation

Whereas, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2018, marks the two hundred and thirty-first anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as Constitution Week,

Now, therefore, I, Mike Chamberlain, by virtue of the authority vested in me as Mayor of Belvidere, Illinois, do hereby proclaim September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

In witness whereof, I have hereunto set my hand and caused to be affixed the Great Seal of Belvidere, Illinois on this fourth day of September in the year of our Lord two thousand eighteen.

Mike Chamberlain
Mayor of Belvidere



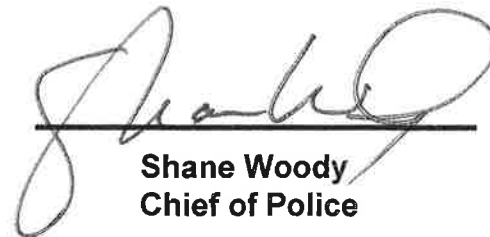
Belvidere Police Department Payroll Report

Dept: 1790

8/28/2018

For Overtime Incurred between 8/14/18 and 8/27/18

Last Name:	Employee ID:	Total Hours:	Total Overtime Pay:
Abonce	01014	1.5	\$54.99
Ball	00739	9	\$501.26
Bell	00813	10.5	\$584.80
Berillo	00941	4	\$181.98
Bird	00793	14	\$779.73
Blankenship	00729	4.5	\$250.63
Delavan	00848	15	\$835.43
Garcia	00988	13	\$546.98
Jones	00772	36.5	\$2,032.87
Kaplan	00858	11.5	\$593.40
King	00868	12.5	\$645.00
Korn	00989	18.25	\$747.34
Mears	10050	5.5	\$225.23
Moore	00707	5.5	\$306.32
Parker, B	00686	4	\$222.78
Polnow	00886	4	\$249.54
Reese	00979	19.5	\$820.46
Smaha	00659	10.5	\$655.04
Washburn	00784	2	\$124.77
Wilgus	00783	3	\$167.09
Zapf	00934	4	\$181.98
Totals:		208.25	\$10,707.59



Shane Woody
Chief of Police

Belvidere Fire Department
Overtime Report
Date Between {08/15/2018} And {08/28/2018}

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00866 Beck, Mark E							
08/15/2018	12:30		OT	CPRI C.P.R. Instruction	3.50	3.50	135.69
08/18/2018	07:00		OT	SCU Shift Coverage for	24.00	24.00	930.48
Staff Member Totals:					27.50	27.50	1066.17
00754 Burdick, David J							
08/28/2018	07:00		OT	MEE EMS Meeting	1.50	1.50	65.56
08/28/2018	08:30		OT	SPE EMS Drug Exchange or	1.75	1.75	76.49
Staff Member Totals:					3.25	3.25	142.05
00809 Drall, Dan C							
08/23/2018	09:00		OT	TRTR Technical Rescue	3.50	3.50	134.36
Staff Member Totals:					3.50	3.50	134.36
00966 Ellwanger, Adam A							
08/16/2018	07:30		OT	TREP Initial Paramedic	8.25	0.25	8.05
08/28/2018	07:00		OT	MV Vehicle Maintenance	1.50	1.50	48.31
08/28/2018	15:00		OT	MV Vehicle Maintenance	1.50	2.00	64.42
Staff Member Totals:					11.25	3.75	120.78
00971 Heiser, Bradley Donald							
08/23/2018	09:00		OT	TRTR Technical Rescue	3.50	3.50	112.73
Staff Member Totals:					3.50	3.50	112.73
00601 Holmes, Gregory A							
08/22/2018	07:00		OT	TRF Fire Training	2.50	2.50	114.02
Staff Member Totals:					2.50	2.50	114.02
00881 Kriebs, James J							
08/22/2018	09:00		OT	IN Inspection Bureau	2.00	2.00	77.16
08/25/2018	07:00		OT	TRTR Technical Rescue	5.00	5.00	192.90
Staff Member Totals:					7.00	7.00	270.06
00828 Letourneau, Chris R							
08/28/2018	07:00		OT	MEE EMS Meeting	1.50	2.00	86.56
Staff Member Totals:					1.50	2.00	86.56
00993 Mead, Stephen C.							
08/15/2018	07:00		OT	SCS Shift Coverage for Sick	24.00	24.00	675.36
08/18/2018	08:00		OT	TRF Fire Training	6.75	6.75	189.94
Staff Member Totals:					30.75	30.75	865.30
00958 Pavlatos, Gregory R							
08/18/2018	08:00		OT	TRF Fire Training	4.50	4.50	143.50
Staff Member Totals:					4.50	4.50	143.50
00970 Pihl, Aaron R							
08/18/2018	08:00		OT	TRF Fire Training	4.50	4.50	144.94

Belvidere Fire Department
Overtime Report
Date Between {08/15/2018} And {08/28/2018}

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00970	Pihl, Aaron R						
				Staff Member Totals:	4.50	4.50	144.94
00631	Scarpetta, Michael A						
08/18/2018	07:00		OT	SCSE Shift Coverage for	24.00	24.00	925.92
				Staff Member Totals:	24.00	24.00	925.92
00969	Tangye, Travis N						
08/16/2018	08:00		OT	IN Inspection Bureau	4.50	4.50	144.94
				Staff Member Totals:	4.50	4.50	144.94
00836	Vaughan, Jeffery C						
08/18/2018	08:30		OT	CPRI C.P.R. Instruction	3.00	3.00	115.74
				Staff Member Totals:	3.00	3.00	115.74
00556	Wilcox, Craig A						
08/23/2018	07:00		OT	INR Reimbursable Plan	7.00	7.00	305.97
08/26/2018	07:00		OT	SCS Shift Coverage for Sick	24.00	24.00	1049.04
				Staff Member Totals:	31.00	31.00	1355.01
00956	Williams, Glenn						
08/15/2018	07:00	18-0001924	OT	CRO Shift Carry Over	0.75	0.75	23.91
08/18/2018	08:00		OT	TRF Fire Training	4.50	4.50	143.50
				Staff Member Totals:	5.25	5.25	167.42
01002	Winnie, Todd						
08/18/2018	08:00		OT	TRF Fire Training	4.50	4.50	126.63
				Staff Member Totals:	4.50	4.50	126.63
				All Staff Member Totals:	172.00	165.00	6,036.18

Types: F=Fire, M=EMS/Medical, R=Rescue, O=Other

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
August 27, 2018 6:00 p.m.

Call to Order – Mayor Mike Chamberlain:

Aldermen Present: R. Brooks, W. Frank, M. Freeman,
 T. Porter, M. Sanderson, D. Snow
 and C. Stevens.

Aldermen Absent: M. Borowicz, G. Crawford and
 T. Ratcliffe.

Also in attendance:

Budget and Finance Director Becky Tobin, Building Inspector
Cara Whetsel, Treasurer Thornton, Public Works Director
Brent Anderson, Fire Chief Hyser, Police Chief Woody,
City Attorney Drella and City Clerk Arco.

Public Comment: None.

Public Forum: None.

Reports of Officers, Boards and Special Committees:

Pam Lopez-Fettes, Executive Director of Growth Dimensions
presented an Investor Plaque to the City of Belvidere.

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

 (A) Recognition of Officer Mears completion of
 probationary period by Police Chief Woody.

 (B) Intergovernmental Agreement for Police Services
 (Conservation District).

Motion by Ald. Snow, 2nd by Ald. Porter to approve the
Intergovernmental Agreement for Police Services
(Conservation District). Aye voice vote carried. Motion
carried.

3. Finance and Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Printer Maintenance Program.

Motion by Ald. Snow, 2nd by Ald. Porter to approve entering into an equipment maintenance agreement with Marco Technologies LLC. Aye voice vote carried. Motion carried.

(B) Credit Card Payouts - discussed current procedures.

5. Other:

(A) Well #4 VFD and Well #5 Soft Start.

Motion by Ald. Sanderson, 2nd by Ald. Brooks to approve the proposal from Engel Electric in the amount of \$25,808 to complete the installation of a new VFD at Well #4 and install the soft start from Well #4 at Well #5. This work will be paid for from line item #61-1790 Water Depreciation. Aye voice vote carried. Motion carried.

(B) Well #7 Chemical Treatment.

Motion by Ald. Sanderson, 2nd by Ald. Porter to approve the low bid from Municipal Well & Pump for the chemical treatment and disinfection of Well #7 in the amount of \$162,330. This work will be paid for from the Water System Depreciation Account #61-1790. Aye voice vote carried. Motion carried.

(C) Legal Age Required for Sale of Alcohol.

Motion by Ald. Snow, 2nd by Ald. Stevens to authorize city attorney to draft an amendment to current city code for serving of alcohol from 21 years of age to 18 years of age. Aye voice vote carried. Motion carried.

(D) Enforcement of advertising signs in the right-of-way.
Discussed current procedures.

(E) Alderman Brooks asked for a moment of silence on the passing of United States Senator John McCain.

(F) Executive Session to discuss Collective Bargaining
Matters pursuant to 2 (c) 2 - Fire Officers.

Motion by Ald. Snow, 2nd by Ald. Porter to move into
executive session at 7:05 p.m. to discuss Collective
Bargaining Matters pursuant to 2 (c) 2 - Fire Officers.
Roll Call Vote: 7/0 in favor. Ayes: Brooks, Frank,
Freeman, Porter, Sanderson, Snow and Stevens. Nays:
None. Motion carried.

Motion by Ald. Sanderson, 2nd by Ald. Porter to move out
of executive session at 7:32 p.m. Roll Call Vote: 7/0 in
favor. Ayes: Frank, Freeman, Porter, Sanderson, Snow,
Stevens, and Brooks. Nays: None. Motion carried.

6. Adjournment:

Motion by Ald. Brooks, 2nd by Ald. Snow to adjourn at
7:33 p.m. Aye voice vote carried. Motion carried.

Mayor

Attest: _____ City Clerk

TO: City of Belvidere
Attn: Dan Anderson
Re: Gate/ operator Appleton Rd

NORTHERN CONTRACTING, INC.
1851 Coltonville Road
Sycamore, Illinois 60178
Phone: 815/895-5855
Fax: 815/895-2117

Date: 8/24/2018

Revised quotation

PAY ITEMS	QTY	UNIT	TOTAL
We are pleased to quote the following cost to			\$ -
provide all material equipment and labor nec-			\$ -
essary to install a 30' wide by 6' tall cantilever			\$ -
gate as specified in drawing. All material to			\$ -
match details as specified.	1	lump sum	\$ 7,490.00
Osco linear HSLG operator with 2 photo eyes			\$ -
and 10 radio transmitters.	1	lump sum	\$ 2,130.00
			\$ -
			\$ -
Note: No concrete testing and all Conduits and			\$ -
Electrical By others. Permits not included.			\$ -
			\$ -
TOTAL		\$	9,620.00

NOTE: Additional insurance on primary basis only is furnished.
No waiver of subrogation on Workman Compensation.
Plus any additional insurance cost that we incur because of
your requirements will be additional to our basic bid.

ORDINANCE #423H

AN ORDINANCE AMENDING
SECTION 10-37, PROHIBITED EMPLOYMENT,
OF THE CITY OF BELVIDERE
MUNICIPAL CODE

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Belvidere, Boone County, Illinois, as follows:

SECTION 1: Section 10-37, Prohibited Employment, of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit A which is incorporated herein by this reference.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law, which publication is hereby authorized.

Voting Aye:
Voting Nay:
Absent.

Sec. 10-37. - Prohibited employment.

- (a) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
 - (1) Employee and agent means persons who perform services gratuitously or for remuneration.
 - (2) Employment or work means the gratuitous performance of services or for remuneration.
- (b) It shall be unlawful for any licensee or permittee to employ any person under the age of ~~24~~ 18 years if the employment includes bartending, drawing, stocking, pouring, mixing, selling or delivering of alcoholic liquor or if the employment involves the presence of such a person behind a bar that is open for the sale or delivery of alcoholic liquor.
- (c) It shall be unlawful for a person under the age of ~~24~~ 18 years to engage in employment forbidden by this section.
- (d) It shall be unlawful for any licensee or permittee to allow himself or any employee or agent to work while intoxicated, to become intoxicated on the premises or to remain in an intoxicated condition.

RESOLUTION #2083-2018:
A RESOLUTION AUTHORIZING
THE EXECUTION OF A COLLECTIVE
BARGAINING AGREEMENT WITH THE
BELVIDERE FIRE DEPARTMENT OFFICERS
A HISTORICAL BARGAINING UNIT
ILRB CASE S-CA-09-125

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

The Mayor is hereby authorized to execute and the Clerk is authorized and directed to attest the Collective Bargaining Agreement between the Belvidere Fire Department Officers and the City of Belvidere, Boone County Illinois.

Approved:

Mayor

Attest:

City Clerk

Ayes:
Nays:
Absent:
Approved:
SPONSOR:

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BELVIDERE FIRE DEPARTMENT OFFICERS

AND

CITY OF BELVIDERE, ILLINOIS

May 1, 2018

THROUGH

APRIL 30, 2022



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PREAMBLE

This Agreement is entered into by and between CITY OF BELVIDERE ILLINOIS, hereinafter referred to as the "City", and BELVIDERE FIRE DEPARTMENT OFFICERS, hereinafter referred to as the "Officers". It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Officers; to provide for the equitable and peaceful adjustment of differences regarding the interpretation and application of this Agreement; and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE I - CITY RIGHTS

1.1 City Authority

Except as expressly provided in this Agreement, this Agreement shall not be construed as delegating to others the authority vested in the City, as a municipal corporation, its duly-elected and appointed officers, or the Belvidere Board of Fire and Police Commissioners, or in any way abridging or reducing the authority of the City, its elected and appointed officers or such Board, or infringing upon their responsibility to the people of the City; provided that, nothing in this Article shall be construed as abridging or limiting in any manner the jurisdiction or authority of any arbitrator appointed or otherwise selected for any purpose under the provisions of Article 15 (Grievance) hereof or the *Illinois Public Labor Relations Act*, and all decisions of such arbitrator shall be fully binding upon the City, as provided by law.

Except as expressly provided in this Agreement, or the Illinois Compiled Statutes, *Illinois Public Labor Relations Act*, 5 ILCS 315/1 *et. seq.*, the City retains all rights and functions of management that it has by law. As long as the action of the City does not violate any specific provisions of this Agreement, it shall have the absolute and unqualified right in its sole discretion:

- (a) To operate and direct the affairs of the City, and to exercise all rights and authority exercised by the City and its departments prior to the execution of this Agreement;
- (b) To set standards of service and protection to be offered to its citizens;
- (c) To direct the work force, select managerial and supervisory Officers and plan and control the operation of its departments;
- (d) To determine the hours of work, prescribe overtime and policies related to overtime;
- (e) To determine the size of the work force, the allocation and assignment of work or workers, and the quantity and quality of work to be performed;

- (f) To set and determine policies affecting the right to hire, recall, transfer, promote, layoff, discipline, suspend or dismiss Officers and to reduce the work force due to the lack of work or other legitimate reasons;
- (g) To determine the use of City property and the determination of safety measures;
- (h) To make and enforce reasonable rules and regulations and the right to make reasonable changes to such rules and regulations and to enforce such changes;
- (i) The City maintains the right to subcontract any work of any kind; however it is recognized that this provision does not relieve the City from its obligation to bargain over those issues that the State identifies as mandatory subjects of bargaining;
- (j) The City maintains the right to enforce all existing applicable state statutes, City ordinances and City rules and regulations not specifically addressed in this Agreement.

These management rights shall not be the basis of a grievance; provided, however, that nothing in this Article shall be deemed to deny the right of the Officer or any Officer covered by this Agreement to submit a grievance claiming or charging that a violation of any other Article of this Agreement has occurred or to submit a grievance claiming that the exercise of the above management rights constitutes a violation of any other Article of this Agreement.

This Agreement shall be construed, however, as requiring the employer to follow the provisions of this Agreement in the exercise of the foregoing rights. The powers, rights and/or authority herein claimed by the City shall be exercised consistently with the other provisions of this Agreement and shall not be exercised in a manner that will undermine the Officer or as an attempt to evade the provisions of this Agreement or to violate the spirit, intent or purposes of this Agreement.

ARTICLE 2 - RECOGNITION

2.1 Recognition and Coverage

The City recognizes the Officers as the sole and exclusive bargaining representative for the purpose of collective bargaining, establishing and administering a written labor agreement covering wages, rates of pay, hours of labor and all other terms and conditions of employment for Officers within the following collective bargaining unit within the Belvidere Fire Department, as determined by the Illinois State Labor Relations Board in ILRB Case No. S-CA-09-125:

WHEREAS, the City of Belvidere has explicitly excluded Lieutenants and Captains from the terms and conditions of the agreements between the City of Belvidere and IAFF Local #1569, and:

WHEREAS, the phrase "Supervisors of the Belvidere Fire Department" excludes any fire department rank above the rank of Captain.

BE IT THEREFORE UNDERSTOOD THAT this Agreement, unless otherwise specified, shall exclude all other employees of the Belvidere Fire Department, civilian or otherwise, and shall only cover the Lieutenants and the Captains of the Belvidere Fire Department.

The Officers of the Belvidere Fire Department are recognized as supervisors of the Belvidere Fire Department and are not recognized as administrators of the Belvidere Fire Department.

2.2 Labor Management Meetings and Committee

- (a) The Officers and the City mutually agree that in the interest of efficient management and harmonious Officer relations, meetings shall be held between Officers and City representatives at such times as may be mutually agreed upon by the parties, and shall be limited to:
 - (1) Discussion on the implementation and general administration of this Agreement;
 - (2) A sharing of general information of interest to the parties; and
 - (3) The identification of possible health and safety concerns.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedures. Either party may submit an agenda to the other within one (1) week prior to the mutually agreed to meeting date and time. Such meeting shall be chaired alternately by representatives of the Officers and the City, and there shall be no loss of wages for attendance by Officers' stewards if such meetings are scheduled during normal working hours.

- (b) Disputes regarding working conditions not specifically addressed in this Agreement may be presented to the Labor Management Committee. If the dispute cannot be resolved by the Labor Management Committee, it may be grieved to the Mayor pursuant to Step 2 of Article 15.2. The Officer may appeal the Mayor's decision by referring it in writing to the City Council, by delivery to the City Clerk, within five (5) business days after the receipt of the Mayor's decision (or within 15 days after the Mayor's decision is due if no decision is given).

The grievance shall be placed on the agenda of the executive session for the next regularly scheduled City Council meeting, and shall be decided as is reasonably possible under the circumstances. The City Council's decision shall be final and binding on the parties.

- (c) Parties agree that matters discussed in Labor/Management meetings shall have no precedential effect if other avenues of dispute-resolve are sought, such matters shall be limited to the L/M grievance procedure. It is understood that these meetings shall not be used to renegotiate this Agreement or limit either party of their rights they have by law.

2.3 Officer Business

Elected or appointed Officer representatives shall be allowed a reasonable amount of time during working hours to investigate grievances, after giving appropriate notice to and receiving the approval of their Department Head or his designee. Officer representatives shall also be allowed to attend grievance hearings, if such Officers are entitled or required to attend such meetings by virtue of being Officer representatives or participants in such grievance hearings.

2.4 Officer Meetings

The Officers shall be allowed to conduct general meetings, meetings of the Executive Board and also special meetings pertaining to labor negotiations between the parties, the election of officers or other corporate official Officer business, in appropriate locations of the firehouse. Meetings shall be scheduled after normal department business hours and shall cause no disruption to normal department operations.

2.5 Jurisdiction and No Infringement

No Officer shall be required nor volunteer to perform the work or duties, on a regular basis of (a) an Officer in another City Department or (b) within the work jurisdiction of any AFL-CIO trade organization.

ARTICLE 3 - HOURS OF WORK

3.1 Hours of Work

- (a) The normal work week shall be fifty-two point nine two (52.92) hours per week. There shall be a twenty-four (24) hour duty shift, two (2) twenty-four (24) hour off duty shifts. Officers assigned to a 24 hour shift shall generally be scheduled to receive one 24 hour shift off, without pay, once every 54 calendar days (18 shift days), which shall be known as a "Kelly Day". The Kelly Day shall include 12 hours from each of two consecutive 27 day work cycles. Thus, an Officer assigned to a 24 hour shift shall not be regularly scheduled to work more than 204 hours in the normal 27 day work cycle. The parties agree to continue the 27 day FLSA work schedule.
- (b) An Officer may be placed temporarily on a forty (40) hour workweek schedule for special projects as needed by the Department. Examples could include grant

research, training, policy updates, computer work, inspections or other research. Assignments under this Section 3.1 shall be by mutual agreement between the Officer and the Department, provided that such agreement shall not be unreasonably withheld by the Officer.

3.2 Shift Change

When an Officer is required to change shifts, he shall have the next regular work shift off before reporting to his new shift. The Fire Chief shall consider Officer requests for a transfer in making shift changes. Officers shall be notified, in writing, two (2) weeks in advance of any forced transfers. Emergency transfers shall be allowed, without notification for unforeseen shortages in staffing levels.

3.3 Schedule

A work schedule showing the Officers' shifts and workdays shall be posted at each Fire House bulletin board at all times.

3.4 Training Shifts

- (a) For training purposes only, if Officers are required to work a 40-hour per week training schedule, they shall be assigned to a regular 8-hour shift, with Sunday and Saturday off subject to the demands of the training schedule. The daily training shift schedule shall be determined by the Chief or his designee. No 40-hour Officer shall be required to work 24-hour work shifts. All 40-hour Officers' work schedules shall provide for appropriate rest and meal breaks, which shall approximate the equivalent(s) of two 15-minute rest periods and a one (1) hour lunch period.
- (b) If the daily training schedule, by which the City does not control, conflicts with the provisions above, the alternate daily training schedule shall prevail.
- (c) Officers shall be paid as if working a regular 40-hour work week under the *Fair Labor Standards Act* ("FLSA").
- (d) For training purposes only, if an Officer is required or permitted to attend a one-day (8 hour), two day (16 hour), or three day (24 hour) seminar, the Officer, at the Chief's discretion, may be given equal time off from his regularly-scheduled 24-hour shift immediately before, during or immediately after the seminar, so long as it does not affect the Officer's total hours within the Department's FLSA work period. This flexible training schedule provides the Chief with the ability to allow the Officer to attend special training seminars outside of the normal 40-hour training schedule without incurring overtime, so long as there are no conflicts with shift schedules or Departmental operations.

3.5 Substitutions - Trading Time

Officers shall be allowed substitutes; however, such substitutions must comply with the following provisions so as not to cause the City any additional liability in regards to FLSA.

- (a) Such trading of time must be completely voluntary.
- (b) The arrangements must be solely at the Officer's option.
- (c) It is the Officer's desire or need to attend to personal matters.
- (d) The substitution must occur between Officers, consistent with Departmental staffing needs.
- (e) A written notice shall be given to the Chief or, in his absence, the Chief's designee and the Shift Officer, as soon as possible, preferably twenty-four (24) hours prior to the trade.
- (f) Trades of two (2) or more continuous shifts must be approved by the Fire Chief or, in his absence, the Chief's designee.

ARTICLE 4 - OVERTIME AND COMPENSATORY TIME

4.1 Overtime; General Provisions

- (a) Officers shall be paid overtime (time and one-half) for hours worked (including mandated training) in addition to their regular hours as defined in Article 3, and as authorized under Article 4.3 below.
- (b) Except as provided in (c) below, Fire Department Officers shall be compensated at the over-time rate for actual hours worked in excess of 204 per 27 day work period in accordance with the FLSA; provided, however, that "actual hours worked" shall not include any hours for which an Officer has already been paid at the rate of time and one half or greater.
- (c) Officers who are assigned to "Special Projects" on 40-hour per week schedules pursuant to Section 3.1(b) above shall be compensated at their overtime rate for actual hours worked in excess of forty (40) during the week(s) they are so assigned.

4.2 Computation of Overtime Rate

The hourly overtime rate for Officers shall be computed by dividing the Officer's regular two-week salary by 106 hours.

4.3 Overtime Authorization

The decision to authorize overtime to complete non-emergency tasks shall be made at the discretion of the Fire Chief or his designee.

4.4 Callback Time

Officers who are called back to duty once relieved shall receive at least two hour overtime despite the actual time worked. If the two hour callback time and the Officer's next regular shift overlap, the Officer will receive the overtime rate for two hours and the regular rate for the balance of the shift. No Officer shall be compensated twice for overtime, that is to say there will be no pyramiding for the same hours. Whenever the City needs to call back Fire Fighters under non-emergency times, the Fire Chief or his designee, shall notify Fire Fighters as soon as possible after the decision to call back Officers has been made, but not more than a month prior to the overtime assignment. If an Officer is released prior to the end of the two hour callback period, that individual may be called back again within the same two hour callback period, in which case hours actually worked will be paid.

4.5 Held-Over Time

Officers ordered to remain on duty ("held-over") beyond their normal quitting time shall receive overtime for the actual time held-over.

4.6 Traded Shifts

Extra compensation shall not be given where an Officer has merely "traded" shifts with another Officer. Shift trading shall be subject to the provisions of Article 3.5.

4.7 Court Time

All job-related court time mandated by the City/State/United State's Attorney or the Coroner will be paid, when the Officer is not otherwise scheduled to work, at one and one half times the Officer's regular rate of pay. A minimum of two hours will be paid for such court time, regardless of the actual number of hours spent. Officers shall be granted leave with pay at their regular rate for job-related court time managed by the City/State/United State's Attorney or the Coroner during their working hours.

4.8 Overtime Distribution

Overtime shall be distributed among Officers on a voluntary basis, pursuant to a Departmental Overtime Assignment System. Once all attempts to assign overtime voluntarily through the current Departmental Overtime Assignment System have been exhausted, the Fire Chief shall have the authority to order in the least senior Officer available to work for purposes of providing acceptable levels of staffing. In the case of emergencies such as: working fires, emergency medical calls, disasters, hazardous material incidents and other related incidents where there is a

direct threat to life and property, the Fire Chief or his designee shall have the authority to order Officers to work without administering the Overtime Assignment System.

4.9 Overtime Verification

The City will provide for a means of documenting and verifying all overtime training hours earned.

4.10 Compensatory Time Off

Once an Officer has earned overtime pay, the Officer may not be required to take compensatory time off in lieu of receiving such overtime pay. An Officer may, however, request compensatory time off in lieu of receiving overtime pay so long as the request is made to the Fire Chief (or his designee) and approval is received before the Chief's overtime report is made to the City's payroll clerk. Approval of such requests shall be in the discretion of the Fire Chief (or his designee).

4.11 Overtime Pay

Overtime will be paid in accordance with the City's current practice, not less than twice monthly. The Fire Chief shall post the Overtime Payroll Report, submitted to the City Council, at each Fire Station. Copies of all Officers' overtime and/or compensation reports shall be open for inspection.

ARTICLE 5 - VACATION

5.1 Eligibility and Amount of Vacation

Full-time Officers shall be entitled to paid vacation in accordance with the schedules set forth hereafter. Vacation will be earned on the Officer's anniversary date following the completion of one year of service and on each anniversary date thereafter. However, Officers will be assigned vacation amounts to be scheduled in each vacation year (May 1 - April 30). It is expressly understood that the City is allowing Officers to schedule and use vacation prior to the time it is fully earned.

<u>Years of Continuous Service</u>	<u>Vacation Amount</u>
1 year, but less than 3 years	(3 work shifts)
3 years, but less than 7 years	(5 work shifts)
7 years, but less than 15 years	(7 work shifts)
15 years and over	(10 work shifts)

"Years of Continuous Service" commence on the Officer's date of hire.

5.2 Defined Vacation

Vacation shall be defined as any time an Officer has on the books, such as vacation, holidays, comp-time, or any other time that an Officer has earned. Also to be understood to be any time that an Officer is entitled to time off from work with full pay.

5.3 Vacation Pay

Vacation pay shall be paid at the Officer's regular straight-time rate of pay in effect for his regular job on the day immediately preceding the vacation period. Vacation pay for Officers shall be calculated as follows:

- (a) Salary divided by number of work periods per year (17.3);
- (b) Work period salary divided by the number of work shifts per work period (7); and
- (c) Accumulated work shifts multiplied by shift salary.

5.4 Vacation Options

- (a) The Department's vacation year commences on May 1 of the applicable calendar year and continues through April 30 of the following year. If the operational requirements of the Department prohibit an Officer from taking his vacation during the applicable vacation year, the Fire Chief shall make a written request to the City Council via the Mayor to allow the Officer to either take any unused vacation in the following vacation year, or to be paid for unused vacation. The Officer's preference shall be noted in the written memo but the City Council shall have the final power of decision whether the days are to be carried over or paid. The Officer shall be paid for the unused vacation time at his regular straight-time rate of pay in effect for the contract year during which the majority of the Officer's vacation time accrued, in accordance with the provisions set forth above in Article 5.3.

5.5 Payment Upon Separation From Employment

Any Officer who is laid off, discharged, retires, dies or is otherwise separated from the service of the City for any reason shall be paid for any earned but unused vacation on a prorated basis at the time of separation, provided the Officer has no outstanding debts due to the City. Used but unearned vacation shall be deducted from any Termination Pay due the Officer. Vacation shall be prorated at the rate of one/three-hundred-and-sixty fifth (1/365) of the benefit for each day of service following the Officer's anniversary date. In the event that an Officer changes from the Fire Department to another department of the City, all vacation rights will be considered those of a new Officer. Calculation of pay shall be in accordance with Article 5.3. In the event of the death of an Officer, payments for accrued but unused vacation shall be made as required by law.

5.6 Shift Changes

A shift change may not disrupt an Officer's scheduled vacation and shall be handled in accordance with current Departmental policy.

5.7 Vacation Increases

When during the vacation year an Officer has an increase in vacation days because of his/her years of continuous service eligibility, said Officer shall have the right to select those additional vacation dates during the selection period, and can be used at any time during the vacation year.

5.8 Selection Period

- (a) The vacation selection book shall be released on March 1st of each year. Kelly Days shall be placed on the calendar, by the Chief or his designee, prior to initial vacation/holiday picks and shall count as an occupied slot on the vacation calendar. Captains shall have three (3) days to pick earned and available vacation days (excluding holidays and comp time), followed by the Lieutenant, then firefighters in order of seniority until each member has had three (3) calendar days to select his/her vacation days (excluding holidays and comp time). This same process shall then repeat at which time officers and firefighters may pick for any remaining unused and accrued paid time off (including vacation, comp time and holiday based upon the recognized holidays in this Agreement). The parties agree that the selection of time off only during the vacation selection period of March 1 through April 30th shall be guaranteed and shall not be denied so long as no more than one (1) firefighter is scheduled off the same shift an officer is off, provided however, Firefighters shall be guaranteed two (2) time off slots in the absence of Officer time off. One (1) Officer shall be guaranteed one (1) vacation slot per shift day during the initial vacation selection period of March 1st through April 30th subject to the number of authorized vacation days. Officers shall have, each shift, one (1) available slot on the calendar for use as long as the number of vacation/holiday time is not exceed by any member of the Department.

Exception: During the primary selection period only, if two (2) more Senior firefighters pick the same day as a less Senior Lieutenant, the two firefighters shall be guaranteed the time off in addition to the Lieutenant.

- (b) If there is a shift change by the City after the affected Officer has/have chosen his/her time off, the City shall grant the Officer his/her original vacation leave.
- (c) After the selection period, any Officer may select a date(s) which has already been selected with the understanding that only one Officer may be off duty on vacation or holiday as a matter of right. The second selecting Officer shall only receive the scheduled time off if another Officer/Firefighter on the same shift elects not to utilize/cancel his/her selected time off.

- (d) Upon completion of the selection process a vacation calendar shall be posted at each Fire Station and a copy of individual approved dates shall be provided to each Officer. After the expiration of the selection period, any Officer may select a vacation date(s) but without the benefits of seniority or guarantee of time off. Notwithstanding the foregoing, each fiscal year, an Officer may select not more than two of the Officer's existing vacation dates, after the selection period is complete, which shall not be denied unless the selected date(s) would unreasonably disrupt Department operations. For purposes of this subsection, overtime shall not be deemed a disruption of Department operations. An Officer may only use this post selection period guaranteed approval of a vacation day if the other regularly assigned shift Officer will be on duty for the day.
- (e) No Officer shall schedule more vacation dates than he has vacation time.
- (f) No Officer shall be required to schedule a vacation date during the selection period.

5.9 Half-Days

Officers may be entitled to use vacation days in increments of a half (1/2) shift (12 hours), and these days are unlimited subject to the number of authorized vacation days. The following are the requirements for scheduling and using half-day vacations:

1. Half-day vacations shall be either 0700 to 1900 or 1900 to 0700 hours.
2. Four (4) half-days may be scheduled like full vacation days and these half-days shall be treated like full vacation days.
3. No trading of granted half-day vacations shall be allowed.
4. Officers can only take half days if there is at least one officer on duty at all times.
5. Half-days may not be scheduled as part of the initial selection period process set forth in Section 5.8 above.

5.10 Canceled Selected Dates

Any Officer may cancel his selected date(s). Said Officer must notify the duty Shift Officer at least twenty-four (24) hours prior to the start of his vacation date(s). All related shift personnel shall be notified (if possible) of the cancellation immediately by the duty Officer, in order of seniority. Canceled vacation and/or vacation selected date(s) by the Fire Chief or duty Officer, for reasons of emergency requirements, as defined by state statute, shall be canceled by numerical order, such as first approved, last canceled. Secondary date(s) shall be canceled before primary date(s).

5.11 Duties

Any Officer on a scheduled vacation shall be released from any required Department functions and is free to use his earned time off without obligations to the City, provided, however, that the Officer shall remain subject to callbacks for emergency situations. Any training, scheduled and posted prior to the vacation selected, required under this Agreement shall subject Officers to attendance for such training.

ARTICLE 6 - HOLIDAYS

6.1 Recognized Holidays

The City and the Officers recognize and agree upon the following holidays:

- | | |
|----------------------------------|-----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's birthday | 8. Thanksgiving Day |
| 3. Good Friday | 9. The day after Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. The Officer's birthday |
| 6. Veteran's Day | |

6.2 Compensation for Holidays

Officers shall receive one work shift off in lieu of each recognized holiday. Days off shall be scheduled and used under the same terms and conditions as vacations.

6.3 Earned and Credited Holidays

Holidays, as defined in Article 6.1, are earned by all Officers as their time of employment passes a recognized holiday; however, Officers shall be issued their forthcoming holidays on May 1 of each year and scheduled in accordance with Article 5 – "Vacation," Section 5.5 and 5.8(b).

ARTICLE 7 - LEAVES OF ABSENCE

7.1 Sick Leave and Sick Pay Benefits

- (a) Purpose and Intent. The purpose of this section is to provide those Officers who suffer from illness or injury with time off (with or without pay as provided below) so that they may recuperate and return to active duty.
- (b) Reporting of Illness or Injury. Officers who are unable to work due to an illness or injury must contact the Shift Officer prior to their scheduled shift. Officers

may be required to submit a statement regarding the nature of the illness or injury upon their return to work.

- (c) Physician's Certificate. In cases of two (2) or more consecutive work shifts of absence or three (3) separate absences in one month, the Officer may be required to submit a certificate signed by his physician stating the nature and extent of the Officer's illness or injury and inability to return to work.
- (d) Status Reports. If the Officer's inability to work continues, the Officer shall submit a status report from his physician every thirty (30) calendar days or more frequently if reasonably required by the City. The status report(s) shall describe the Officer's estimated date of return to active duty. The Fire Chief shall be notified immediately if such status report is delayed for reasons beyond the control of the Officer or the frequency of such report would be unjustified in the physician's view.
- (e) Confidentiality. All communications shall protect the Officer's confidentiality, along with the "*Illinois Mental Health, Developmental Disabilities, Confidentiality Act*", and the "*Federal Act of July 1, 1975 Confidentiality of Alcohol and Drug Abuse Patient Records*".
- (f) Alternate Duties. A partially disabled Officer may, with his physician's approval, be assigned to perform alternate Fire Department duties on a temporary basis so as to allow the Officer time to recuperate, after which the Officer shall be returned to full-duty status. The Officer's physician shall state, in writing, that the Officer will be able to work at 100% in a reasonable amount of time, and shall determine the Officer's hours of work, time and work limits. The determination of the availability and need for such assignments shall be within the reasonable discretion of the Fire Chief. The City may request a second opinion regarding the approval or lack of approval by the Officer's physician under Section 7.1(j). Time spent by any Officer assigned to a less strenuous position, due to health or disability, shall not be counted as sick days and the Officer shall continue to receive all compensation and benefits, including accumulation of seniority attached his normally assigned position. To the extent reasonably possible, when assigned to alternate duties, the Officer shall wear the regularly-required uniform. If placed on a forty (40) hour week, the Officer's vacation shall be broken into eight (8) hour blocks.
- (g) Permanent Disability. If, at any time during a sick leave, it is determined to a reasonable degree of medical certainty by the Officer's physician that the Officer will be unable to return to active duty within a reasonable period of time, benefits under Section 7.1(h) shall automatically stop, and the Officer will be expected to apply for a disability pension, provided that sick leave for such Officer shall continue for up to 60 days (unless otherwise provided by law), commencing with the date of the Officer's application for disability pension, to allow sufficient time for processing of the application. Fitness for duty assessments and second

opinions regarding an Officer's ability or inability to return to active duty shall be conducted pursuant to Section 7.1(j).

(h) Sick Pay Benefits. If the Officer complies with the requirements set forth above, the City, upon receipt of a certificate signed by a licensed physician stating the nature of the illness, shall pay the Officer at his regular pay rate for the time missed as if the Officer had worked as regularly scheduled; provided, however, that no compensation shall be paid for time absent from work if:

1. The Officer was absent from work for a reason other than inability to work due to illness or injury;
2. The Officer is eligible for a disability pension, or any other benefits representing compensating lost wages, from any source, whether through worker's compensation, insurance coverage or a similar benefit plan. Receipt of insurance or worker's compensation benefits representing or compensating losses other than lost wages (e.g., hospital or doctor bills, loss of limb) shall not prevent an Officer from receiving sick pay benefits;

Subject to the above exceptions, the City will retain the Officer on its active payroll for a maximum of one hundred sixty (160) continuous calendar days from the initial date of illness; provided, however, that such benefits shall not exceed 75% of the Officer's length of service as measured from date of hire. Each separate and distinct illness unrelated to their prior absence(s) shall start a new one hundred sixty (160)-day period.

(i) Proper Use of Benefits. It is understood that sick leave benefits are only available for bona fide absences due to illness or injury. Although Officers remain subject to the disciplinary authority of the Fire Chief and the Board of Fire and Police Commissioners, it is acknowledged that false reports of illness or other abuses of sick leave benefits constitute serious violations of the Officer's obligation of service to the public and which constitute cause for severe disciplinary action or dismissal by the appropriate authority.

(j) Second Opinions and Other Examinations. The City reserves the right to engage any Illinois State Registered Physician at its own expense to examine the Officer and ascertain the propriety of any absence or absences of any Officer from work claimed to be due to illness or injury and/or to assess an Officer's present or anticipated fitness to return to duty. The City also reserves the right to engage any Illinois State Registered physician at its own expense to examine an Officer in order to investigate the health of any Officer whose work performance the Fire Chief suspects with just cause as being adversely affected by some illness or injury. The Officer shall submit to such examinations. Time away from work in connection with the examination shall not be counted against the Officer as sick time, nor shall he suffer lost wages when complying with an order to be examined

by the City physician. The City shall consult with the Officer when evaluating his ability to return to work, in accordance with the Americans With Disabilities Act.

In the event of a conflict between the reports or opinions of the Officer's physician and the City's physician, the Officer may be required to submit to an examination by a third physician, chosen by the Officer's physician and the City's physician, at the City's expense. The report or opinion of the third physician shall be final and binding upon the parties.

- (k) Other Work - Requirements: Sick leave and sick pay benefits are intended to provide the Officer with the time off in which to recuperate or recover from an illness or injury. In accordance with this intention and purpose, the City expects that any Officer on sick leave will neither (a) perform work at any other employment on days on which the Officer would have been scheduled to work, but for the Officer's illness/injury, nor (b) participate in non-work activities which are outside the scope of the physical limitations causing the employee's absence.

7.2 Compassionate Leave

All Officers will receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of death and extending one (1) scheduled shift day thereafter. Immediate family is defined as spouse, parents, stepparents, legal guardian, children, stepchildren, brother, brother-in-law, sister, sister-in-law, mother- or father-in-law, grandparents and grandchildren.

- (a) Funeral leave shall not be deducted from sick leave.
- (b) If an Officer is on vacation, he will still be entitled to one shift funeral leave benefit.
- (c) Time off with pay may be granted by the Department Head with the approval of the Mayor to attend funeral services for reasons of special circumstances. Alternatively, the Fire Chief may grant unpaid time off for this reason.
- (d) Whenever an Officer needs additional time off, he may use earned time off on the books in lieu of lost pay.
- (e) Whenever a funeral is delayed because of circumstances beyond the control of the Officer, or extended travel is required, he shall be allowed to delay the use of his compassionate leave benefit to attend such services.

7.3 Temporary Military Leave

Officers who are members of any U.S. armed forces shall be granted temporary military leave in accordance with applicable law, or vacation time may be applied at discretion of Officer. All

other provisions granted under the "Veterans Re-Employment Act," or any other state or federal law pertaining to veterans' rights shall apply.

7.4 Jury Duty Leave

An Officer required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked but for such jury participation, so long as the Officer endorses and pays over to the City any jury duty fee or witness fee paid him for such service. The Officer shall return to work following jury duty if his scheduled shift has not ended.

7.5 Emergency Leave Time

Any member of the Department may with approval of the Fire Chief (or Shift Officer) have any emergency leave with pay in case of accident or sudden illness in his family. The Chief (or designee) may find another Department Officer to fill the vacancy left by the absence, or the officer in charge will obtain a trade for the absent Officer, consistent with the other terms of this Agreement, and the Officer must pay the trade time back.

7.6 Job-Related Medical Leave of Absence

Any Officer unable to work because of a job-related disabling condition shall be entitled to a leave of absence at his regular rate of pay for the duration of the time for which he is medically certified as being unable to work. During such leave of absence, the City will maintain regular payments into medical and pension plans to ensure continued coverage for the Officer and any dependents. Employment status and seniority shall remain the same during time spent on such a leave of absence.

7.7 Family Medical Leave Act

The City will comply with the Family Medical Leave Act ("FMLA") and post required documents at each station.

- (a) **SUBSTITUTIONS:** Officers having vacation, personal days, holidays, or compensatory time on the books will be required to use such time before unpaid leave will begin. This paid leave will be considered as part of the leave for the purpose of FMLA.
- (b) **REPORTS and SECOND OPINIONS:** In the case of serious medical conditions, these cases shall be defined and administered to in accordance with Article 7.1 (c),(d),(j) when determining the inability to work.
- (c) **HEALTH INSURANCE:** Officers will be required to pay normal Officer contributions to the Health Insurance program, at the amount defined in this agreement, to maintain health insurance coverage while on FMLA leave.

ARTICLE 8 - HEALTH AND PENSION BENEFITS

8.1 Health Benefits and Premiums

During the term of this Agreement, the City shall provide health and dental benefits for Officers who have been employed for 30 days or more, and their eligible dependents, as follows:

- (a) The City agrees to maintain substantially equivalent health and dental benefits. The individual deductible shall be \$250.00 (\$750.00 family deductible) and coinsurance payment shall be \$1,000.00. The City shall discuss benefit changes with the Officers before implementation.
- (b) Officers electing insurance coverage shall pay 12% of the City's premium rate per month towards the cost of their health and dental insurance coverage, provided that increases to such employee contributions shall be based upon the "applicable premium rates": Effective January 1, 2021, Officers electing insurance coverage shall pay 14% of the City's premium rate per month towards the cost of their health and dental insurance coverage

For purposes of this Section, a given year's "applicable premium rate" shall be the lesser of (a) the current premiums or (b) 13% over the prior year's premiums. The 13% premium cap shall not apply to increases occurring in January 2021 in order to facilitate the increase in premium contributions to 14%. After January 1, 2021, increases to such employee premium contributions shall not exceed 13% over the amount paid the previous year.

Effective May 1, 2010, the City shall, as long as legally possible, process Officer premium share on a pre-tax basis.

The City shall pay the remaining cost of health and dental benefits provided to Officers and their eligible dependents.

- (c) Officers may elect to participate in the City's H.S.A. plan option in accordance with the same terms applicable to other City employees, provided that the City shall contribute 90% of the savings differential generated by the HSA plan's 1 premium for the employee's elected coverage into the employee's HSA account.
- (d) For purposes of this paragraph, the term "Eligible Dependents" shall be determined by the relevant Group Health Plan and applicable law in effect at the time.
- (e) The City and Union agree that the maximum dental benefit per covered individual shall be \$1,500.00 per year, the maximum orthodontia benefit per covered individual shall be \$1,500.00 as a lifetime benefit. The parties agree, as set forth above, that the City shall provide substantially similar dental benefits for the term of this Agreement. In consideration of this benefit, the City and Union agree that

the portion of premium corresponding to the dental benefit, paid by bargaining unit members, shall be increased in proportion to the increase in maximum benefit.

8.2 Retiree Health Benefits

Officers who retire during the term of this Agreement ("Retired Officers") may continue their insurance coverage under the terms of the City's group insurance plan as amended from time to time, provided that:

- (a) Retired Officers must pay the entire cost of dependent coverage. City shall pay its portion of the cost of single coverage, as provided in Article 8.1(b), commencing on the date the Retired Officer begins receiving pension benefits and continuing until the Retired Officer becomes eligible for Medicare/Medicaid.
- (b) Premium payments must be made to the City Clerk within a reasonable period of time, as determined by the City, in order to keep said insurance in effect.
- (c) The City shall not be responsible for the cancellation of the insurance by the insurer which results from the failure to transmit the premium payments set forth above within the required time for making such payments.

8.3 Optional Coverage

Coverage under the City's health insurance program shall not be a mandatory requirement. The Officers' options shall be defined under the City's health insurance program. The Officer's contributions under Article 8.1(b) shall be based upon the coverage elected by the Officer. Elections not to receive coverage may be revoked at any time, provided that eligibility for such coverage shall be determined in accordance with the terms and conditions of the City's health insurance program.

8.4 Inoculations and Immunizations

The City shall provide at its own cost, with the approval of the Officer, the following inoculations and immunizations, provided that the time spent by Officers receiving such inoculations and immunizations outside their working time shall not be compensable as "hours worked":

- Hepatitis B Vaccination (series of 3 shots-booster if recommended or required);
- Hepatitis C Tests;
- Tetanus Shots (to be given every 10 years);
- TB Skin Tests (to be given every year - prick test); and
- Flu Vaccination (to be given every year).

8.8 Prescription Safety Glasses

The Employer shall contribute up to a maximum of Two Hundred Dollars (\$200.00) for an eye exam and/or one pair of prescription safety (ANSI Z87) glasses for those Officers who are in need of such glasses or if broken on the job provided there is no negligence on the part of the Officer.

8.9 Physical Fitness Standards

Members will be expected to participate to the best of their ability in a safe and efficient manner. This standard is being created only to ensure the safety of the members of the Department. The Officers and the Fire Chief will work together to establish a Department standard. Once established, the City will request the Board of Fire and Police Commissioners to adopt the standards for Fire Department applicants.

8.10 Physicals

- (a) General Provisions: Once each contract year, all bargaining unit Officers shall be required to submit to a physical examination by a licensed physician of the City's choosing and at the City's expense, in order to determine the Officer's continued fitness or ability to perform his job, in accordance with state or federal law (including the Americans with Disabilities Act) and Departmental policy. The annual physical shall include, but not be limited to, a hearing evaluation, spirometry testing and cancer screenings.
- (b) Reports of Examinations: The results, reports or records of any such physical examinations shall remain confidential. The City's physician shall disclose the following findings to the Fire Chief, Officer and other City official:
 - 1. medical findings relevant to the Officer's fitness to perform his job; and
 - 2. if the Officer is not physically fit or able to perform his job, the reasons for such determination. The findings will be maintained separately from the Officer's personnel file.

The Officer agrees to execute any authorization (including HIPAA consent forms) necessary to allow the information to be shared with the City, to the extent the City is permitted by law to obtain such authorization.

- (c) Second Opinions: If an Officer objects to any portion of the City physician's findings, he may provide the Fire Chief with an opinion or report from an Illinois licensed physician of the Officer's choosing; provided that such opinion or report is based upon a current examination by that physician. If the report of the Officer's physician disagrees with that of the City's physician, either the City or the Officer may request that a third examination be conducted by an independent

physician selected by the City's and the Officer's physicians. The cost of the third examination shall be equally split between the City and the Officer.

8.11 Officer Assistance Program (EAP)

The City maintains an Officer Assistance Program that provides assistance to all City Officers and members of their families that are covered by the City's self-insured medical plan. The assistance is designed to help the individual when personal problems begin to affect job performance or health. Covered persons may call EAP concerning marital, family, financial, legal, emotional, or chemical dependency concerns.

The City's obligation to provide treatment under this agreement for EAP services and follow-up actions shall be limited to coverage provided by the City's insurance plan in which the Officer is enrolled. Personal information shall be released to the City only upon the written consent of the covered Officer.

ARTICLE 9 - SAFETY AND WELFARE

9.1 Station Wear

- (a) The City will establish a quartermaster system by which Officers may draw up to \$500.00 worth of uniform items and other items approved by the Chief. The City shall also provide an additional \$500.00 payment at the beginning of the fiscal year for purposes of uniform maintenance and other expenses associated solely with employment in the Department. The parties understand that the \$500.00 payment may be a taxable event. In the event a uniform is damaged in the line of duty and the Officer demonstrates that the entire \$500.00 draw and \$500.00 cash payment has already been properly expended, the City shall pay for the replacement uniform or part thereof.

Effective May 1, 2020, this subsection (a) shall be modified to read: the City shall provide a \$1,000.00 payment on May 1st of each year for uniform wear and uniform maintenance. Effective May 1, 2021, this annual amount shall increase to \$1,250.00. The parties understand that the payment may be a taxable event. In the event a uniform is damaged in the line of duty and the firefighter demonstrates, through provision of receipts that the payment has already been properly expended, the City shall pay for the replacement uniform or part thereof.

- (b) Accessories: The City shall provide the following required station wear at no cost to the Officer: badges, pins, name tags, and tie bars, or any other accessories required by the Department.

- (c) Appearance: The uniform currently worn will serve as both the work uniform and the dress uniform. To maintain the proper image to the public, only full-time Officers shall be allowed to wear and represent the City with an Officer uniform.

9.2 Protective Clothing and Equipment

- (a) The City shall furnish and thereafter maintain at no cost to the Officer all respiratory apparatus, gloves, helmets, boots, personal protective alarms, and protective clothing necessary to preserve and protect the safety and health of Officers.
- (b) All protective clothing shall meet the standard, whether existing or promulgated during the term of the Agreement, that provides the highest level of worker protection. Such standards shall be in compliance with the current NFPA Standards.
- (c) Only personnel who have been trained and certified by the manufacture or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus and compressor. The City shall have the breathing air from the compressor, used for self-contained breathing apparatus, tested at least four (4) times a year for purity, moisture and contaminants by a certified testing agency in accordance with OSHA and NFPA 1500, such report shall be sent to the Labor Management Committee after each test.

9.3 Sanitation, Maintenance and Upkeep

It shall be the responsibility of the City to provide materials for the day-to-day maintenance and upkeep of the fire stations. The Fire Chief or his designee shall determine necessary maintenance and upkeep and necessary materials for said maintenance and upkeep.

9.4 Non-Liability for Safety and Health

The City shall indemnify and hold harmless the Officer and its International committees, officers, agents, representatives and Officers, from any and all claims and suits from damages for bodily injuries, including death, arising from or growing out of any alleged occupational safety and health hazards including any claims against the Officer and its International committees, officers, agents, representatives or Officers for alleged actions or failure to act, except for actions involving gross negligence and/or intentional concealment.

9.5 Testing of Equipment and Apparatus

The City intends to maintain all equipment per National Fire Protection Association standards, pursuant to the preventative maintenance program for all fire apparatus and ambulances promulgated by the Fire Chief.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Selection of Acting Officers

- (a) Anytime the Fire Department is short the normal accompaniment of Fire Officers, the City may assign a Fire Fighter to the vacant position. The City may also elect to cover the vacant officer 's position with another Fire Officer.
- (b) The selection of acting officers shall be done on the basis of seniority on an eligibility list. If no list exists then shift seniority shall be used.
- (c) An Officer who is assigned to a position higher than the rank he currently holds shall be compensated at the rate of the position assigned, for actual hours worked in the higher rank.

10.2 Roll Call

All on duty Officers shall be informed at the start of their tour of duty, and at times of any changes, of Fire Officers or Shift Personnel. It shall be understood that it is the duty of Officers to administer the Department Log Book or any other responsibility involving notification of personnel or duty changes. Notification of changes in Fire Officers and/or shift personnel shall not be required for temporary changes of less than two (2) hours.

10.3 Common Meal Site and Meals

Officers are required by the City to contribute financially to congregate meals, in which they participate, in the firehouse at a charge equal to the value of the meals. Participation in congregate meals shall be entirely voluntary. The City shall provide a means for which Officers can acquire food for meals.

10.4 Mileage Allowance

Officers using their own vehicles to conduct Fire Department business (excluding 2% business) will be reimbursed mileage in accordance with IRS rate. The City will attempt to furnish transportation whenever possible.

10.5 Per Diem

Employees who are assigned to either training or any assignment which requires them to be outside the corporate limits of the City during meal hours shall be reimbursed for such meals at the following rate: Breakfast - \$6.00, Lunch - \$9.00 and Dinner - \$18.00. If an employee foregoes one meal he may use the additional amount for a subsequent meal. To qualify for reimbursement, paid receipts, exclusive of liquor charges, must be submitted, and the City shall make the reimbursement within forty-five (45) days of receiving the receipts.

10.6 Personal Lockers

Each Officer will be issued one locker per fire station, for his personal use. Officers shall not hold the City liable for any missing or damaged items.

10.7 Personal Property

If items of personal property are lost or damaged in the line of duty, the Officer will be compensated in cash, provided there is no negligence on the part of the Officer, by an amount agreed upon by the Chief.

10.8 Indemnification of Officers

- (a) The City will indemnify the Officer in accordance with the provisions of applicable Illinois law.
- (b) Officers shall have legal representation by the City in any civil cause of action brought against an Officer resulting from or arising out of the performance of official duties.
- (c) Officers shall be required to cooperate with the City during the course of the investigation, administration or litigation of any claim arising under this Article.
- (d) The City will provide protections set forth in Section (a) and Section (b) above, only so long as the Officer is acting within the scope of his employment and where the Officer cooperates, as defined in Section (c), with the City in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.
- (e) In the event that the City determines that a conflict of interest or potential conflict of interest exists as a result of its representation of the Officer, the City shall provide the Officer with legal counsel of its choosing subject to any reservation of its rights under Section (d) above. The Officer may request a different legal counsel and should provide justification for this request.

10.9 Fundraising

It is agreed that there shall be no fundraising activity under the auspices of the Fire Department for personal or departmental needs, unless authorized by the City Council. This does not apply to Officer fundraising activities outside of City employment.

10.10 New Rules

New or revised rules and orders having the effect of changing a rule or regulations may be established from time to time by the City, provided they are reasonable and not a mandatory subject to bargain. Any such new or revised rule(s) or order(s) shall be posted for ten (10) days and a copy provided to the Officer before they become effective or enforceable. Where possible, the City shall discuss proposals for new rules, regulations and orders with the Officer prior to posting, however if such subject is in regards to safety or mandated law, the time limits herein may be negated. The intent of this provision is that the rules and regulations of the Fire Department will be updated, understood and fairly and equitably administered. The Fire Chief shall update the Department's Rules & Regulations Manual on a regular basis.

10.11 Occupational Exposure to Bloodborne Pathogens

The City agrees to comply with the Illinois Department of Labor's standard on Bloodborne Pathogens.

10.12 Intentionally Omitted and Reserved

10.13 Outside Employment

Any Officer engaging in secondary employment will be requested to furnish proof of worker's compensation insurance coverage for such secondary employment no later than seven (7) calendar days after the start of this engagement, or alternatively execute a waiver holding the City harmless for any injury sustained during such secondary employment or a result thereof. No sick leave benefits shall be issued to such Officer due to an injury or illness contracted while performing such secondary employment.

10.14 457 Plan

The City shall maintain the current deferred compensation 457 plan during the term of this contract, so long as such Plan is available and allowed by law.

10.15 Fire Ground Accountability

- (a) For providing safe fire grounds operations, the City shall provide the minimum training of State Certified Fire Fighter-II and Haz-Mat First Responder/ Operations training for all Officers on the fire grounds, with the exception of mutual aid personnel. All Officers wearing Self Contained Breathing Apparatus shall be respiratory certified under state law.
- (b) On major fires or Haz-Mat incidents, a trained Safety Officer shall be assigned, when such personnel are available, other than the incident commander and shall be accountable for all Fire Fighters inside any burning structure or Haz-Mat zone.

10.16 Inspection of Personnel Files

The City agrees to allow Officers to examine the contents of all their personnel files upon seven calendar days' written notice to the Fire Chief, or his designee. Upon written request, the City shall provide Officers with copies of the contents of their personnel files; provided that Officers must pay for the copies at the rate normally charged to the public. Officers may not remove their personnel records from their place of maintenance. Officers shall be provided a copy of any document placed in their file within seven calendar days. No document shall be placed in an Officers file without being dated and signed by the Personnel Officer, the Fire Chief, or their designees. Unless exempted by law, a copy of any addition to an Officer's personnel file will be provided to the Officer.

10.17 Duties First

The Officer and the City agree that after completion of all daily duties of apparatus checks, drilling, cleaning and other special duties, Officers shall be allowed, with their Shift Captain's permission, to engage in personal activities as long as such activities do not interfere in the response to emergencies or unplanned duties or maintenance. This provision is to allow for a period of work along with a period of rest, during non-emergency times.

ARTICLE 11 - PROFESSIONAL STANDARDS

11.1 Education

Effective upon execution of this Agreement, the City shall reimburse any Officer for fifty percent (50%) of the cost of tuition and course books to a maximum of \$1,000.00 per year, subject to an aggregated Department total of \$6,000.00 per fiscal year (\$2,000.00 per shift), upon submission of proof of the expenses incurred, for all City approved off-duty courses within the confines of a fire service curriculum, from an accredited junior college, university, or other approved training school within the confines of a Fire, Emergency Medical Services or Emergency Management curriculum. Further, the course curriculum requirements shall be presented to the Fire Chief for his review and potential approval for payment before said courses are taken. Officers' requests for approval of tuition reimbursements shall be reviewed on a first-come, first-served basis.

An Officer shall receive:

\$600 for a passing grade of C;

\$800 for a passing grade of B;

\$1,000 for a passing grade of A; and

Pass/Fail courses shall receive \$800 upon a pass certification.

11.2 Training

- (a) Training Requirements: The City shall provide Emergency Medical Service recertification training and all required training by the *State of Illinois Health Department EMS Act* to maintain the Officers' obligated EMT-B and EMT-P certification requirements. The City shall provide any training for Officers who must maintain any certification required by the City.
- (b) The City recognizes that some Officers have achieved EMS training beyond what is currently required. In order to assist those Officers to maintain that status, the City agrees to reimburse any Officer an amount of \$225.00 upon evidence of successful re-certification beyond the required EMT-B status, excluding EMT-D recertification.

11.3 Officer Promotions

Promotions within the Fire Department will be per the requirements of the Board of Fire and Police Commissioners. The Board of Fire and Police Commissioners is requested to establish the following procedures:

- (a) Notification of Examinations. Announcements for promotional examinations shall be posted in each fire station no later than thirty (30) days prior to the closing date for applications. Applications received after the closing date shall

not be considered. Officers shall be notified ninety (90) days prior to written promotional exam of what study materials the exam test questions are from.

- (b) Promotional Standings Information. The City agrees that it is in the best interest of the parties for the test scores of any Fire Department Officer who has participated in a promotional examination to be disclosed to the Officer upon written request to the Belvidere Board of Fire and Police Commissioners. All applicants will be notified of their final score and their relative standing.

The City shall provide and maintain up-to-date study material. One set of study material shall be provided at each station for the Fire Fighters use while on duty. Study material shall not be removed from the stations.

11.4 Job Description

Officers will be required to perform all work related to and in support of; fire suppression, inspections, prevention and extinguishment, along with those duties related to the delivery of Emergency Medical Services, extrication, emergency responses and related administration duties. In addition, all Officers will be required to perform general house-keeping and general maintenance duties in the fire stations and on the grounds as well as on all fire apparatus as directed by their shift officers. Officers shall be directed from time to time to operate equipment of the fire department required throughout the City for special details.

11.5 Education Premium

The City agrees to pay a 0.5% increase of the base wage for successful completion of each of the following items:

FIRE OFFICER I	(Per Office of the Illinois State Fire Marshall)
HAZ-MAT TECH	(Hazardous Materials Technician Certification)

The City shall pay a 1.0% increase over base wage after successful completion of FAE (Fire Apparatus Engineer Certification).

The Officers agree to utilize the above training or forfeit the pay increase. In the event an Officer obtains the certification during a fiscal year, the increase over base pay shall be prorated for the remainder of the fiscal year.

ARTICLE 12 - JOB SECURITY

12.1 Definition of Seniority

Seniority means an Officer's length of continuous service with the Fire Department, since the Officer's 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.

12.2 Seniority Lists

Every twelve (12) months, the City shall post on all bulletin boards a seniority list showing the continuous service of each Officer. A copy of the seniority list shall be simultaneously provided to the Officer. The list shall be used whenever called for by specific articles and sections of this Agreement and, in such other cases, as may be agreed upon by the City and the Officer.

12.3 Notice of Layoffs

The City shall give forty-five (45) days' written notice of its intent to conduct layoffs to all affected Officers.

12.4 No Lockout

No lockout of Officers shall be instituted by the City during the term of this Agreement.

12.5 No Strikes

No strike of any kind will be caused or sanctioned by the Officer during the term of this Agreement.

12.6 Exit Interviews

The City and the Officers agree that in the best interest of improving the Department and retaining its Officers, the Fire Chief along with the Mayor, shall conduct an exit interview with all Officers who are terminating their employment.

ARTICLE 13 - NON DISCRIMINATION

13.1 Equal Employment Opportunity

It is the policy of the City to provide equal opportunity in employment to all Officers and applicants for employment. No Officer shall be discriminated against in employment because of such individual's race, religion, color, sex, age, or national origin. This policy applies to all terms, conditions and privileges of employment including hiring, probation, training and development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, termination and retirement.

13.2 Officer Activity

There shall be no discrimination, interference, restraint or coercion by the City against any Officer for his activity on behalf of, or membership in, the Union.

13.3 Gender

All references to Officers, in this Agreement, designate both sexes, and whenever the male gender is used, it shall be construed to include male and female Officers.

ARTICLE 14 - DISCIPLINE

In addition to the rights guaranteed by the laws of the State of Illinois and the rules and regulations of the Belvidere Board of Fire and Police Commissioners, the parties agree that the following provisions will apply to Officers in discipline cases:

14.1 General Provisions

- (a) No Officer shall be disciplined or discharged without just cause. When just cause exists, Officers may be disciplined by a verbal reprimand, written reprimand, suspension and/or termination. Discipline shall be progressive and corrective and shall be designed to improve behavior and not merely punish it.
- (b) The provisions of the Firemen's Disciplinary Act, 50 ILCS 745/1 *et. seq.*, shall apply to all Fire Fighters under this Article.
- (c) With the exception of verbal reprimands, the Officer shall have the right, upon request, to be accompanied and represented by another Officer and/or legal counsel in disciplinary matters.

14.2 Use of Prior Disciplinary Records

- (a) No previous disciplinary record(s) of an Officer may be used as evidence against an Officer during investigative hearings as to the alleged violations of Fire Department policy, rules or regulations as established by the City of Belvidere or violations of local, state or federal law.
- (b) An Officer's previous disciplinary record may be utilized, in accordance with Article 14.3, for purposes of determining appropriate sanctions to be taken against an Officer who has been found to have committed offense(s) which are deemed to be violations of Fire Department policy, rules and regulations as established by the City of Belvidere or violations of local, state or federal law.

14.3 Retention of Disciplinary Records

- (a) Any record of a verbal reprimand may not be used for purposes of promotion, demotion, discipline or discharge after a period of one-year; provided, however, that any reference to the reprimand in a subsequent disciplinary action given for a similar offense during the one-year period may be used until the subsequent disciplinary action expires under this Article.
- (b) Any record of a written reprimand may not be used for purposes of promotion, demotion, discipline or discharge after a period of two-years; provided, however, that any reference to the reprimand in a subsequent disciplinary action given for a similar offense within the two-year period may be used until the subsequent disciplinary action expires under this Article.
- (c) Any record of a disciplinary action greater than a written reprimand but less than or equal to a five calendar day suspension may not be used for purposes of promotion, demotion, discipline or discharge, after a period of three years; provided, however, that any reference of the disciplinary action in a subsequent disciplinary action given for a similar offense within the three-year period, may be used until the subsequent disciplinary action expires under this Article.
- (d) Disciplinary actions greater than a five calendar day suspension may be used in subsequent disciplinary actions.
- (e) At the Officer's request, documents which have expired under the terms above shall be marked as such by the Fire Chief and a copy provided to the Officer.

14.4 Application of Grievance Procedures

- (a) When a Fire Department Officer is disciplined or discharged by the Board of Fire and Police Commissioners, the Officer may choose to appeal that decision by:
 - 1. arbitration, as defined in this Agreement, for a trial *de novo*, or;
 - 2. to the local circuit court as provided by law.

It is understood by all parties that an Officer's request or petition for review by the Circuit Court shall be considered a waiver of the arbitration procedure and that a request for arbitration at this point shall be considered a waiver of that Officer's right for Circuit Court review. However, the Officer shall at all times retain the right to seek review of an arbitration decision pursuant to the *Uniform Arbitration Act*.

- (b) Verbal and written reprimands shall be subject to the grievance procedures set forth in this Agreement. A copy of any written documentation of discipline placed in an Officer's personnel file shall be given to the Officer within 24 hours.

If an Officer disagrees with the verbal or written reprimand, he may submit a written statement explaining his position, to be attached to the reprimand in place in his personnel file.

- (c) Suspensions less or equal to five calendar days shall not be subject to the grievance procedures set forth in this Agreement. If an Officer disagrees with a suspension he may appeal to the Board of Fire and Police Commissioners in accordance with state and local law or submit a written statement explaining his position to be placed in his personnel file.

14.5 Savings Provisions

- (a) Except as provided in Article 14.4, nothing in this Article shall be construed as an attempt by either party to limit the power and authority of the Board of Fire and Police Commissioners as granted them by law. The parties acknowledge and agree that an arbitrator or court may overturn a decision of the Fire and Police Commission.
- (b) Nothing in this Article shall be construed as an attempt by either party to limit an Officer's rights as granted by any federal, state or local law.

14.6 Suspension Pay Reduction Formula

The City and the Supervisors agree that for purposes of suspensions, "three (3) calendar days" equals twenty-four (24) hours. Accordingly, the suspension pay reduction formula is as follows:

$$\begin{aligned} &24 \text{ hours} \times 365 \text{ days} = 8,760 \text{ hours per year.} \\ &8,760 \text{ hours} / 3 \text{ shifts} = 2,920 \text{ hours per salary year.} \\ &\frac{\text{yearly salary}}{2,920 \text{ hours}} = \text{hourly rate.} \\ &\frac{\text{yearly salary}}{\text{hourly rate}} \times 24 \text{ hours} = \text{one shift (three (3) calendar days) suspension pay reduction.} \end{aligned}$$

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Definition

A grievance is defined as any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of an express provision of this Agreement and shall be settled in the following manner:

15.2 Procedure, Steps and Time Limits

Step 1: The Officer, with or without a bargaining representative (or the Officer alone in the case of a bargaining unit grievance), shall take up the grievance or dispute in

writing or orally with the Fire Chief or his designee within ten (10) business days of its occurrence; if at that time the Officer or bargaining representative is unaware of the alleged violation the Officer or bargaining representative shall take it up within ten (10) business days of his/her knowledge of the occurrence. However, in no case will a grievance be valid if it is filed with the Fire Chief after 30 calendar days after its alleged occurrence. The Fire Chief or his designee shall then attempt to adjust the matter and shall respond to the Officers within ten (10) business days. The City agrees to notify the Officers of any Officer grievance, and of any settlement reached between the City and an Officer. The City and the Officer agree that the result of any such settlement shall not set a precedent in any actions or interpretations of the contract.

Step 2: If the grievance remains unadjusted in Step 1, and the Officers, with or without the grieving Officer, wish to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Mayor within ten (10) business days after the receipt of the Fire Chief's answer to Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the agreement allegedly violated and the requested remedy.

The Mayor shall meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal with the authorized Officer representative at a time mutually agreeable to the parties. If no settlement is reached the Mayor shall give his written answer to the Officer within ten (10) business days following their meeting.

Step 3: If the grievance remains unadjusted in Step 2, and the Officers, with or without the grieving Officer, wish to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to The Chairman of the Finance and Personnel Committee, by delivery to the City Clerk within ten (10) business days after the receipt of the Mayor's answer to Step 2. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the agreement allegedly violated and the requested remedy.

The Finance and Personnel Committee shall meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal with the authorized Officers' representative at a time mutually agreeable to the parties. If no settlement is reached, the Finance and Personnel Committee shall give the City's written answer to the Officer within ten (10) business days following their meeting.

Step 4: If the grievance remains unresolved within ten (10) business days after the reply of the Finance and Personnel Committee is due, either party may, by written notice to the other party, invoke arbitration.

15.3 Arbitration

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

15.4 Authority of the Arbitrator

Both parties agree that the Arbitrator shall have the right to hear more than one grievance at a time if the material is of similar nature. The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited on all issues except for matters of discharge and/or suspension. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the City and to the Officers within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the fact of the grievance presented. Subject to the arbitrator compliance with provisions of this section, the decision of the arbitrator shall be final and binding, and shall be implemented within thirty (30) days of his decision.

15.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be born by the losing party. The losing party shall be determined by the arbitrator. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of a transcript shall be paid by the party requesting.

15.6 Time Limits

The time limits set forth in this Article may be extended by mutual written consent of the parties. The term "business days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and holidays. If the City does not respond within the prescribed time limits or procedures, the grievance will automatically advance to the next step of the Grievance Procedure.

15.7 Processing Grievances

A designated Officers' representative, whose participation in grievance hearings held pursuant to the provisions of this Article is necessary, shall be released from work without loss of pay to attend such hearings.

ARTICLE 16 - WAGES AND RATES OF PAY

16.1 Base Wages

- (a) Officers shall receive base wages based per Appendix B of this Agreement.
- (b) The City Council by motion may, from time to time, with the approval of the Officer, provide additional pay for Officers who are assigned by the department head to special assignments. The City Council may increase, decrease, or abolish the extra pay for such assignments at any time.

16.2 Longevity

- (a) Upon the completion of two continuous years of full-time employment with the City, Officers will become eligible for longevity payments in accordance with the provisions below.
- (b) Longevity payments will be computed as follows:
 - 1. Beginning with the first month (of the third year of full-time employment) after the Officer has completed his second continuous year of service (anniversary of date of hire or rehire) the Officer shall receive an additional .0025% of base pay per month per year.
 - 2. In each succeeding year (up to a maximum of twenty-five (25) years) the attainment of the Officer's anniversary date, the Officer shall receive an additional .0025% of base pay beginning with the first month of that succeeding year.
 - 3. Any eligible Officer who has twenty-five (25) or more years of longevity will be frozen at his present longevity percentage.

EXAMPLE

<u>BEGINNING</u>	<u>YEAR RATE</u>
3rd	.0025 x base
4th	.0050 x base
5th	.0075 x base

6th	.0100 x base
7th	.0125 x base
8th	.0150 x base
9th	.0175 x base
10th	.0200 x base
11th	.0225 x base
12th	.0250 x base
13th	.0275 x base
14th	.0300 x base
15th	.0325 x base
16th	.0350 x base
17th	.0375 x base
18th	.0400 x base
19th	.0425 x base
20th	.0450 x base
21st	.0475 x base
22nd	.0500 x base
23rd	.0525 x base
24th	.0550 x base
25th	.0575 x base

- (c) The amount of longevity to be paid each Officer will depend on the individual's date of hire and years of service.

16.3 Termination Pay

Any Officer who shall die, retire, be permanently disabled or terminate employment while employed by the City shall be entitled to the following benefits:

- (a) Vacation and Holidays: Earned or unused vacation and/or holidays shall be computed and paid in accordance with Article 5.3 and 5.5.
- (b) City Property: All station wear, protective clothing and equipment shall be returned to the City upon termination of employment.
- (c) Unpaid Wages and Accumulated Overtime: Earned unpaid wages and accumulated overtime and/or compensatory time shall be paid at the Officer's appropriate rate set forth in this Agreement.
- (d) Other Payments: Any other accrued moneys and/or benefits due that he is entitled to as expressly provided in this Agreement.
- (e) Options: Terminated Officers shall have the option of requesting:
 1. a single payment that shall be paid at the time of separation, or;

2. funds be paid out in succeeding normal pay periods, until such funds are exhausted.
- (f) Deceased: Upon the death of an Officer, any earned and unused vacation and/or holiday pay, accumulated overtime and/or compensatory time, and any other payments due in accordance to this Agreement shall be paid to the spouse or estate of the deceased Officer in a single payment.

ARTICLE 17 - EFFECT OF AGREEMENT

17.1 Entire Agreement; Terms and Conditions

This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to any subject or matter specifically referred to in this Agreement. The terms and conditions of this Agreement shall supersede and take precedence over any prior rules, regulations, orders and/or directives in conflict with or in contravention of any of the terms and conditions of this Agreement. Any modification to the terms of this agreement during its term can only be made by the written consent and mutual agreement of both parties.

17.2 No Other Agreement

Except as provided in Article 17.4, the City shall not enter into any other agreement, written or oral, with any of the members within the bargaining unit represented by the Officer, either individually or collectively, which in any way conflicts with the provisions of this Agreement.

17.3 Appendices and Amendments

All appendices and amendments of this Agreement shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

17.4 Amendment

This Agreement may not be modified or amended by any oral or verbal promise. Any proposed modification or amendment to this Agreement must be made in writing, refer to this Agreement and be executed by both parties.

17.5 Savings Clause

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted federal or state mandated legislation, the remaining parts or portions of this Agreement shall remain in full force and effect, and the subject matter of such invalid provision shall be open to immediate negotiations. Both parties agree to commence bargaining within thirty (30) days.

17.6 Bargaining Rights

Nothing in this Agreement shall diminish or waive mandatory, decisional or effects bargaining rights as allowed under the Illinois Public Labor Relations Act.

ARTICLE 18 - TERMINATION

18.1 Term of Agreement

This Agreement shall remain in effect until April 30, 2022, and shall continue thereafter from year to year unless written notice of a desire to terminate or modify this Agreement is given by either party to the other on or before December 1, 2021, or any succeeding December 1. Both parties agree that this contract shall remain in full force and effect until a successor agreement has been signed. The City shall serve such notice on any Officer of the Officers. The Officers shall serve such notice upon the City Clerk of the City.

18.2 Negotiations

In the event that notice is given as provided in Article 18.1, negotiations shall commence no later than March 1 and shall continue to April 15. The parties may extend the negotiations period by mutual written consent.

18.3 Impasse Resolution

In the event that disputed items cannot be resolved during the negotiations period, all disputed items shall be referred to a three-person arbitration board, as procedurally provided and/or permitted by the *Illinois Public Labor Relations Act*. Arbitration will only be sought after mediation has been attempted.

18.4 Ratification and Enactment

If the parties reach a complete agreement as to the items for negotiations at the end of the negotiating period (Article 18.2), the following shall apply:

- (a) In the event the Officer or City's Legislative Body should reject the recommended agreement, the parties shall meet again within five (5) days of the Officer or City's Legislative vote to discuss the reasons for the rejection and to determine whether any modifications can be made to deal with the reasons for the rejection; but either party may thereafter invoke arbitration in accordance with Article 18.3.
- (b) The City agrees to adopt this Agreement, negotiated or arbitrated, in resolution form, pursuant to its municipal legislative authority. Such action by the City shall commit the City to enact no subsequent legislation, executive order or rules or regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

To evidence their agreement, the duly-authorized agents of the parties have executed this Agreement below.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, the _____ day of September, 2018.

For the Officers:

For the City of Belvidere:

Lt. David Burdick

Mayor Michael W. Chamberlain

Captain Mark Zumbragel

_____.

Appendix A - POLICY ON DRUG AND ALCOHOL SCREENING

A-1 GENERAL POLICY REGARDING DRUGS AND ALCOHOL

The use of illegal drugs and the abuse of alcohol and legal drugs by members of the Belvidere Fire Department present unacceptable risks to safety and well-being of other Officers and the public, invite accidents and injuries, and reduce productivity. In addition, such use and abuse violate the reasonable expectations of the public that the City Officers who serve and protect them obey the law and are fit and free from the adverse effects of drug and alcohol use.

In the interest of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of Officers and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by Officers and potential Officers of the Belvidere Fire Department. Contained herein is the policy and program of the City of Belvidere and the Belvidere Fire Department, as specifically applied to members of the Belvidere Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its Officers are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of prescribed drugs, the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Fire Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

A-2 DEFINITIONS

- A. **"DRUGS"** shall mean any controlled substance listed in the *Illinois Controlled Substances Act*, 720 ILCS 570/100, *et seq.*, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs of abuse. In addition, it includes "designer drugs" which may not be listed in the *Controlled Substances Act*, but which have adverse effects on perception, judgment, memory or coordination.

A listing of drugs covered by this policy includes, but is not limited to:

Opium	Methaqualone	Psilocybin-Psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	Pep
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

- B. **"IMPAIRMENT"** due to drugs or alcohol shall mean a condition in which the Officer is unable to properly perform his or her duties due to the effects of a drug in his or her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

"IMPAIRMENT" due to alcohol shall be presumed when a blood alcohol content of .04 or more is measured.

- C. **"POSITIVE TEST RESULTS"** shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section A6(A)(7).
- D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

A-3 PRE-EMPLOYMENT AND PROBATIONARY SCREENING

All new Officer applicants will be required to submit to blood, urine, hair and/or breath testing to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment. Probationary Officers will be required to submit to blood and urine specimens to be screened for the presence of drugs and/or alcohol during the final thirty (30) days of the probationary period.

A-4 PROHIBITIONS

Officers shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs at any time during the workday on any of the Employer's premises or job sites, including all the Employer's buildings, properties, vehicles and the Officer's personal vehicle while engaged in the business of the Employer.
- B. Using, possessing, selling, purchasing or delivering any illegal drug during the workday or when off duty.
- C. Being impaired due to alcohol during the course of the workday.
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

A-5 ADMINISTRATIONS OF TESTS

A. INFORMING OFFICERS REGARDING POLICY

All present Officers shall be supplied a copy of this Policy on Drug and Alcohol Screening, and the City will meet with Officers to explain this Policy. Local Officer representatives shall be afforded the opportunity to be present to explain the Officer's role in regard to the Policy. New Officers will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new Officer orientation.

B. REASONABLE SUSPICION

Where the City has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the Officer may be required to report for testing.

Reasonable suspicion exists if the facts and circumstances, and any rationally derived inferences from those facts and circumstances, would lead a reasonable person to suspect that an individual is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs.

Reasonable suspicion will be based upon the following:

- (1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances; or
- (2) Information provided by an identifiable third party which is independently investigated by the Fire Chief or his designee to determine the reliability or validity of the allegation.

C. ACCIDENTS/INJURIES

When an Officer is involved in an on-the-job accident involving personal injury or property damage, the supervisor may require drug and alcohol testing. Drug and alcohol testing also may be required where there is a reasonable suspicion that an error or mistake due to drug or alcohol use by the Officer caused other accident or injury or where there is reasonable suspicion that an Officer's alcohol or drug use may have contributed to the incident.

D. PERFORMANCE

When an Officer is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory Officer.

E. ANNUAL PHYSICALS

Drug and alcohol testing may be administered as a part of any annual physical examination required by the Department.

F. ARREST OR INDICTMENT

When an Officer has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug and alcohol screening.

G. STATUS OF OFFICER FOLLOWING ORDER FOR TESTING

When testing is ordered, the Officer will be removed from duty and placed on leave with pay, pending the receipt of results.

H. RANDOM TESTING

There shall be no across-the-board or random testing of Officers except as specifically provided for by Section 9 of this Article, or as otherwise mutually agreed in writing by the parties.

A-6 TESTING PROCEDURES

The test procedures outlined in this Section shall conform with the NIDA Standards (National Institute on Drug Abuse) of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration as set forth in Title 48 of the CFR. Effective 12/1/89. In the event there is any conflict between the procedures set forth in this Section A6 and the NIDA Standards, the NIDA Standards shall control.

A. GENERAL PROCEDURES

1. Officers covered by a collective bargaining agreement are entitled to Officer representation; a Officer representative shall accompany the Officer to the collection site, provided such representative is available and that securing such representative does not impede the process.

2. **COLLECTION SITES.** Collection services will be provided at a designated clinic (the "Clinic"), from 9:00 a.m. to 5:00 p.m., Monday through Friday. For services needed other than those hours (evenings, weekends and holidays), collection services will be provided at an appropriate hospital emergency room.
3. **CHAIN-OF-CUSTODY.** In all cases, strict chain-of-custody procedures will be followed:
 - a. Immediately after the specimen is obtained, the Officer and the doctor or nurse will initial the confidence seal on the urine specimen.
 - b. Both parties will sign the laboratory chain-of-custody form, including date and time.
 - c. Labeled specimens will be placed in a locked refrigerator or laboratory container located at the Clinic. The Clinic staff member will sign and date the Clinic Log.
 - d. The lab courier will pick up specimens twice per weekday and once per weekend. The courier and Clinic staff will sign the chain-of-custody form.
 - e. Specimens will be transported directly to the designated NIDA-certified laboratory where they will be processed in a separate drug testing area accessible only to authorized personnel.
 - f. Once in the lab, all personnel who handle the specimen must sign and date the chain-of-custody form.
4. **SCHEDULING.**
 - a. "For cause/fitness for duty" and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied by a supervisor, who will present identification.
 - b. In most cases, the Clinic will be notified by phone of a collection request on the way.
 - c. Routine collection of specimens for testing will be done by appointment at least 24 hours in advance.

- d. When collection is done at the Emergency Room, the City will notify the Clinic on the next business day. At the hospital, the supervisor will present identification and notice that this is a Clinic client.

5. RESULTS.

Results will be forwarded by mail to the Fire Chief in a confidential envelope. Generally, this means within 24 to 72 hours of specimen pickup by the lab.

Results will not be released by phone when the call is initiated by someone outside Clinic or the testing lab.

The Fire Chief may request that the Clinic release the results by phone or in person only to him/her.

Written results are the history/drug disclosure form will be completed by the client and revised by doctor or nurse.

A property of the City of Belvidere and will not be released by the Clinic or the laboratory to an Officer/applicant without proper authorization from the City.

6. COLLECTION PROCEDURE.

- a. The Officer's identity will be verified by driver's license or by the supervisor in the absence of a picture I.D. Verification will be done by doctor or nurse.

- b. A drug consent form will be signed by the client and witnessed.

- c. The specimen will be obtained as follows:

- (i) At the Clinic site, the collection will be unwitnessed: the Officer will be fully unclothed, dressed in a hospital gown, wash his or her hands thoroughly, including under and around fingernails; and accompanied to the bathroom door. The Officer will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.

- (ii) At the Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse will accompany the Officer to the bathroom and will be physically present when the specimen is produced.

Blood alcohol specimens will be obtained by nurse.

- d. Blood alcohol specimens will be labeled with name, test date, time and will be initialed by the nurse or doctor and the Officer.
- e. Urine specimens will be sealed in full view of the Officer and the confidence seal placed over the top of the bottle.
- f. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
- g. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
- h. “Reasonable Suspicion” testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown, of an Officer, as well as to provide a third party observation and assessment of the individual.
- i. Where the Officer appears unable to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test form. The Officer shall be permitted no more than 8 hours to give a sample, during which time he or she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the Officer to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- j. Where the Officer is unable to consent to drug and alcohol testing due to physical or mental Incapacity, the supervisor may request that a blood sample be taken and secured to allow for later testing once consent can be given or refused.

7. **LABORATORY PROCESS.** The designated laboratory will utilize a NIDA-certified laboratory for all drug/alcohol screening processing.

The laboratory will:

- a. Use 7 drug panel of: amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids (THC), opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).
- b. Use the EMT procedure as the initial screen, utilizing cutoff levels as follows:

Marijuana metabolites	100 mg/ml
Cocaine metabolite benzoylecgonine	300 mg/ml
Opiate metabolite	300 mg/ml
Amphetamines	1000 mg/ml
Phencyclidine	25 mg/ml
Barbiturates	300 mg/ml
Benzodiazepines	300 mg/ml

- c. Use Gas Chromatography/Mass Spectroscopy (GS/MS) as the confirmatory method, utilizing cutoff levels as follows:

Marijuana metabolites (Delta-9-TCH Carboxylic)	15 mg/ml
Cocaine metabolite	150 mg/ml
Opiate metabolites:	
Morphine	300 mg/ml
Codeine	300 mg/ml
Amphetamines	500 mg/ml
Amphetamine or Methamphetamine	
Phencyclidine	25 mg/ml
Barbiturates	200 mg/ml
Benzodiazepines	50 mg/ml

- d. Freeze and retain all positive specimens for a least 12 months after testing.

- e. Use for alcohol (ethyl) a blood alcohol content level of .04 grams per 100 cubic centimeters.

B. INDEPENDENT TESTING/DISPUTED RESULTS. When an Officer has been tested pursuant to the rules established herein and there are confirmed positive results, the Officer may request that a portion of the original specimen be submitted for an independent test. A request for an independent test must be made within ten (10) days of the date on which the Officer was notified of the confirmed positive results. The independent test shall be at the Officer's expense, shall use equivalent testing and chain-of-custody process used by the City. If such independent test yields a negative result, the City will consider those results in its determination of further action.

C. CONFIDENTIALITY OF TEST RESULTS. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Chair of the Finance and Personnel Committee, and such other officials as may be designated by the Mayor on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Officer Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the Officer upon request. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. A breach of confidentiality shall be considered a serious act of misconduct and the Officer may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Officer's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

A-7 VOLUNTARY REQUEST FOR ASSISTANCE

Officers are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the Officer before the Officer commits rule violations connected with drug/alcohol abuse, and/or before the Officer is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an Officer who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the Officer may use the City's Officer Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City's normal procedures in the operation of its Officer Assistance Program.

A-8 SPECIFIC RESPONSIBILITIES

- A. The Fire Chief or his or her designee will:

1. Identify those Officers where a drug/alcohol screen is required and inform the Chair of Finance and Personnel Committee of said status.
 2. When necessary, initiate a preliminary investigation to determine the validity of an Officer's admission that he or she is presently taking prescribed drugs.
 - a. If the preliminary investigations reveals that the drugs have been legally prescribed and are being consumed according to prescription directions, no further investigation will ensue.
 - b. In all other instances, a formal investigation will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the Officer.
- B. Command level personnel or the Fire Chief shall ensure that Officers have been properly notified of the date and time of a drug/alcohol screen and that the notification has been properly documented.
- C. The Officer subject to a drug/alcohol screen will:
1. Report on a date and time determined by the Department.
 2. Furnish documentation relating to the use of any prescribed drugs, *i.e.*, prescription bottle with prescription number, prescribing physician's statement, *etc.*
 3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the names(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
 4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his or her designee.
- D. Any Officer who is taking prescription medication(s) that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report such fact and the nature of the illness or condition requiring the medication to his or her supervisor. Such information will be treated on a confidential basis.

A-9 DISCIPLINARY ACTION FOR CONFIRMED POSITIVE TEST RESULTS

- A. **FIRST POSITIVE.** The first confirmed positive test result will be cause for disciplinary action up to and including five (5) duty day disciplinary suspension. The Officer must agree to the following conditions: (1) the Officer will be mandatory referred to the City's Officer Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the Officer will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to twelve (12) months, successfully complete the prescribed treatment, remain free of drugs and alcohol use and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.
- B. **SECOND POSITIVE - DRUG TREATMENT.** If an Officer has a first confirmed positive test under the previous paragraph A and enters a treatment program, and thereafter that Officer has a subsequent confirmed positive result while the Officer is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the Officer shall receive a thirty (30) shift day suspension and shall be required to continue treatment set forth in the preceding paragraph, which thirty (30) shift day suspension shall be final and binding on the Officer and the Officer and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the Officer's discharge, which shall be final and binding on the Officer and the Officer and the penalty shall not be subject to the grievance procedure of the parties' collective bargaining agreement.
- C. **SECOND POSITIVE - REASONABLE SUSPICION.** An Officer who has a first confirmed positive test under paragraph A of this Section 9 and who subsequently has a confirmed positive test under the "reasonable suspicion" standard shall be discharged, which discharge shall be final and binding on the Officer and the Officer and the penalty shall not be subject to the grievance procedure in the parties' collective bargaining agreement.
- D. **EMPLOYMENT STATUS.** There is no requirement on the part of the City to keep an Officer on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician or an appropriately certified medical or psychological professional) that the Officer's current use of alcohol or drugs prevents such individual from performing his or her duties to whose continuance on active status would constitute a direct threat to the property and safety of others. Such Officer shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

Appendix B - WAGES

B-1 Base Wages

OFFICERS' SALARY SCHEDULE

<u>Rank</u>	<u>5/1/2018</u>	<u>5/1/2019</u>	<u>5/1/2020</u>	<u>5/1/2021</u>
<u>Captain</u>	<u>\$83,798</u>	<u>\$85,474</u>	<u>\$87,611</u>	<u>\$90,239</u>
<u>Lieutenants</u>	<u>\$80,307</u>	<u>\$81,912</u>	<u>\$83,960</u>	<u>\$86,479</u>

CAPTAINS

20% over the current Firefighter maximum base rate (without longevity)

LIEUTENANTS

15% the current Firefighter maximum base rate (without longevity).

Officers who hold valid EMT-P certification, and who provide paramedic services, shall receive the same Paramedic stipend applicable to the City's Firefighters.

Appendix C - INFORMATION SHEET

INFORMATION SHEET

This sheet is intended to provide a source of references for the City and the Officer that lists various sections of the State of Illinois statutes that pertain to employer/Officer relations. The City and the Officer agree to comply with all State statutes.

The Illinois Public Labor Relations Act, 5 ILCS 314/1 et. seq.

Call backs for emergency situations -- *Illinois Compiled Statutes, 65 ILCS 5/10-3-1 et. seq., DIVISION 3. HOURS, WAGES, AND WORKING CONDITIONS OF POLICEMEN AND FIREMEN.*

Firemen's Pension Fund -- *Illinois Compiled Statutes, 40 ILCS 5/4-101 et. seq.*

Illinois Workers' Compensation Act -- Illinois Compiled Statutes, 820 ILCS 305/1 et. seq.

Illinois Workers Occupational Diseases Act -- Illinois Compiled Statutes, 820 ILCS 310/1 et. seq.

Personnel files - *Illinois Personnel Records Review Act, 820 ILCS 40/1 et. seq.*

Right to Privacy in the Work-place Act -- 820 ILCS 55/1 et. seq.

Foreign Fire Insurance Fund Act -- 65 ILCS 5/11-10-1 et. seq.

Board of Fire and Police Commissioners -- *Illinois Compiled Statutes, Fire and Police Commission Act, 65 ILCS 5/10-2.1-1 et. seq.*

Layoffs and recalls -- Board of Fire and Police Commissioners, 65 ILCS 5/10 - 2.1-1 et. seq.,
Fire or Police Departments - Reduction of Force - Reinstatements.

Fire and Police Commission Act -- Illinois Compiled Statutes, 65 ILCS 5/10-2. 1-1 et. seq.

Discipline -- *Firemen's Disciplinary Act, 50 ILCS 745/1 et. seq.*

Release of Disciplinary Reports -- *State of Illinois Personnel Records Review Act, 820 ILCS 40/1 et. seq.*

The Americans With Disabilities Act, 42 U.S.C.A. §12/01 et. seq.

To: Mayor Chamberlain, City Clerk and the City Council

Re: Reconsideration of my vote

Date: 08-22-2018

I would like to reconsider my vote of Ordinance 412H Home rule Retailers Occupation tax and Home Rule Municipal service Occupation tax from the Council meeting on August 20th 2018.

I am requesting that my reconsideration of my vote be placed on the September 4th, 2018 agenda for discussion.

Ward One Alderman



Clayton Stevens

