

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

October 3, 2022

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

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

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

(4) Approval of Minutes:

(A) Approval of Minutes of the regular meeting of the Belvidere City Council of September 19, 2022; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Proclamation for Domestic Violence Awareness Month.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of Committee of the Whole – Public Safety, Finance & Personnel of September 26, 2022; as presented.

(9) Unfinished Business:

(A) Ord. #599H – 2nd Reading: An Ordinance Providing for a Transfer of a Portion of Genoa Road from Boone County Highway System to the City of Belvidere Highway System.

(10) New Business:

(A) Resolution 2022-20 – A Resolution Recognizing the Importance of Broadband in Rural Areas Throughout the United States and the Critical need to invest in Broadband Expansion.

(B) Resolution 2022-21 – A Resolution Authorizing the Mayor to Execute and the Clerk to Attest a Collective Bargaining Agreement with the Illinois FOP Labor Council Sergeants 2022-2026.

(C) Resolution 2022-22 – A Resolution Authorizing the Mayor to Execute and the Clerk to Attest a Collective Bargaining Agreement with the International Association of Fire Fighters Local 1569, AFL-CIO-CLC-2022-2026.

(D) Resolution 2022-23 – A Resolution Authorizing the Mayor to Execute a Consent of Assignment of Agreement Between the City of Belvidere, OSF Lifeline Ambulance LLC and Elite Medical Transportation LLC.

(11) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: September 19, 2022

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois
at 7:00 p.m.

Call to order by Mayor Morris.

(1) Roll Call: Present: R. Brereton, M. Fleury, W. Frank, T. Porter, S. Prather, D. Snow
and C. Stevens.

Absent: M. Freeman, M. McGee and N. Mulhall.

Other staff members in attendance:

Public Works Director Brent Anderson, Fire Chief Shawn Schadle, Police Chief Shane
Woody, Director of Buildings Kip Countryman, Community Development Planner Gina
DelRose, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

(2) Pledge of Allegiance:
Invocation: Mayor Morris.

(3) Public Comment: None.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
September 6, 2022; as presented.

Motion by Ald. Fleury, 2nd by Ald. Prather to approve the minutes of the regular meeting
of the Belvidere City Council of September 6, 2022. Aye voice vote carried. Motion
carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Report of Growth Dimension by Executive Director Pam Lopez-Fettes.

(B) Report of IDA Public Library by Director Mindy Long.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$4,235,912.33
Water & Sewer Fund Expenditures: \$ 506,850.10

Belvidere City Council
September 19, 2022

Motion by Ald. Porter 2nd by Ald. Prather to approve the General & Special Fund Expenditures in the amount of \$4,235,912.33. Discussion took place concerning expenditures. Roll Call Vote: 7/0 in favor. Ayes: Fleury, Frank, Porter, Prather, Snow and Stevens. Nays: None. Abstain: Brereton. Motion carried.

Motion by Ald. Snow, 2nd by Ald. Prather to approve the Water & Sewer Fund Expenditures in the amount of \$506,850.10. Roll Call Vote: 7/0 in favor. Ayes: Fleury, Frank, Porter, Prather, Snow, Stevens and Brereton. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime Pay for August 2022.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for August 2022.
- (C) Monthly Report of Community Development Department/Planning Department for August 2022.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for August 2022.
- (E) Monthly General Fund Report for August 2022.
- (F) Monthly Water/Sewer Fund Report August 2022.
- (G) Monthly CD Investments for August 2022.

Let the record show these reports were placed on file.

- (H) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of September 12, 2022.

Motion by Ald. Fleury, 2nd by Ald. Porter to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of September 12, 2022. Aye voice vote carried. Motion carried.

(9) Unfinished Business:

- (A) Ord. #598H- 2nd Reading: An Ordinance Amending Section 110-91, Stop Streets, of the City of Belvidere Municipal Code to add the intersection at West Harrison Street and Ruby Street as a Four-Way Stop.

Motion by Ald. Snow, 2nd by Ald. Stevens to pass Ord. #598H. Roll Call Vote: 7/0 in favor. Ayes: Frank, Porter, Prather, Snow, Stevens, Brereton and Fleury. Nays: None. Motion carried.

(10) New Business:

- (A) Ord. #599H – 1st Reading: An Ordinance Providing for a Transfer of a Portion of Genoa Road from Boone County Highway System to the City of Belvidere Highway System.

Let the record show that Ordinances #599H was placed on file for first reading.

- (B) Res. #2022-119 – A Resolution Approving the Boone County Multi-Hazard Mitigation Plan 2022 Update.

Motion by Ald. Snow, 2nd by Ald. Porter to adopt Res. #2022-19 – A Resolution Approving the Boone County Multi-Hazard Mitigation Plan 2022 Update. Discussion took place concerning updating the Plan. Roll Call Vote: 7/0 in favor. Ayes: Porter, Prather, Snow, Stevens, Brereton, Fleury and Frank. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of September 12, 2022.

- (A) Motion to approve the Special Use Extension for 2061-2115 N. State Street. Discussion took place concerning property being currently for sale. Roll Call Vote: 7/0 in favor. Ayes: Prather, Snow, Stevens, Brereton, Fleury, Frank and Porter. Nays: None. Motion carried.
- (B) Motion to approve the proposal from TRC for the 2022 Landfill #2 Annual Services Agreement in the estimated amount of \$55,700.00. The cost of this work is shared equally with the County and included in the landfill budget, account number 01-5-335-7900. Roll Call Vote: 7/0 in favor. Ayes: Snow, Stevens, Brereton, Fleury, Frank, Porter and Prather. Nays: None. Motion carried.
- (C) Motion to approve the work order from Baxter & Woodman, in the amount not-to-exceed \$20,000.00 to complete WWTP Pretreatment Local Limits Evaluation. This work will be paid for from Line Item 61-5-820-6190. Roll Call Vote: 7/0 in favor. Ayes: Stevens, Brereton, Fleury, Frank, Porter, Prather and Snow. Nays: None. Motion carried.
- (D) Motion to approve the work order from Baxter & Woodman, in the amount not-to-exceed \$12,000.00 to prepare the NPDES permit renewal application and reviewing the draft permit. This work will be paid from Line Item #61-5-820-6190. Roll Call Vote: 7/0 in favor. Ayes: Brereton, Fleury, Frank, Porter, Prather, Snow and Stevens. Nays: None. Motion carried.
- (E) Motion to approve the proposal from Hampton, Lenzini & Renwick, in the amount of \$12,000.00, to complete the planning and design grant application for the Appleton Road Grade Separation Project. This work will be paid for from Line Item #41-5-110-8025. Roll Call Vote: 7/0 in favor. Ayes: Fleury, Frank, Porter, Prather, Snow, Stevens and Brereton. Nays: None. Motion carried.

(F) Motion by to approve the proposal from CES, Inc. in the amount of \$5,650.00 to complete the lane evaluation study for Genoa Road from U.S. Route 20 to the I-90 Tollway. This cost would be split by the City and County. The City’s share of this cost is \$2,825.00 will be paid for from Line Item #01-5-360-6140. Roll Call Vote: 7/0 in favor. Ayes: Frank, Porter, Prather, Snow, Stevens, Brereton and Fleury. Nays: None. Motion carried.

(11) Other:

(A) Executive Session to discuss Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meeting Act.

Motion by Ald. Porter, 2nd by Ald. Fleury to go into Executive Session at 7:30p.m. to discuss Collective Bargaining Matters pursuant to Section 2(c)(2) of the Open Meeting Act. Roll Call Vote: 7/0 in favor. Ayes: Porter, Prather, Snow, Stevens, Brereton, Fleury and Frank. Nays: None. Motion carried.

Motion by Ald. Prather, 2nd by Ald. Fleury to come out of Executive Session at 8:08p.m. Roll Call Vote: 7/0 in favor. Ayes: Prather, Snow, Stevens, Brereton, Fleury, Frank and Porter. Nays: None. Motion carried.

(12) Adjournment:

Motion by Ald. Frank, 2nd by Ald. Fleury to adjourn meeting at 8:08p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk



Proclamation

In the City of Belvidere, in recognition of the important work done by survivors, domestic violence programs and victim service providers, I urge all citizens to actively participate in the scheduled activities and programs sponsored by the Family Violence Coordinating Council and other community organizations to work toward the elimination of all forms of domestic violence.

WHEREAS, in just one day, across the U.S. and its territories, nearly 75,000 victims of domestic violence sought services from domestic violence programs and shelters. That same day, more than 9,000 requests for services, including emergency shelter, housing, transportation, childcare and legal representation, could not be provided because programs lacked the resources to meet victims' needs;

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, domestic violence crosses all socioeconomic lines including but not limited to race, ethnicity, gender, age, education, employment and marital status; and

WHEREAS, in the State of Illinois domestic violence survivors and their children received over 615,700 hours of service from domestic violence programs in 2018; and

WHEREAS, in the year 2021, the Boone County Sheriff's Department and the Belvidere Police Department received approximately 1000 calls for domestic related incidents. In addition, over 340 Emergency Orders of Protection were requested in Boone County; and

WHEREAS, the City of Belvidere joins with others across Illinois and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Boone County;

NOW, THEREFORE, I, Clinton Morris, Mayor of the City of Belvidere, hereby do proclaim October 2022 as

“Domestic Violence Awareness Month”

In Witness Whereof, I have hereunto set my hand and caused to be affixed the Great Seal of Belvidere, Illinois on this third day of October in the year of our Lord two thousand twenty-two.

Clinton Morris, Mayor
City of Belvidere



Minutes
Committee of the Whole
Public Safety and Finance and Personnel
September 26, 2022
6:00 p.m.

Call to Order – Mayor Clinton Morris:

Aldermen Present:

R. Brereton, M. Fleury, W. Frank, M. Freeman, M. McGee, N. Mulhall, S. Prather,
T. Porter, D. Snow and C. Stevens.

Alderman Absent: None.

Other staff members in attendance:

Budget and Finance Officer Shannon Hansen, Police Chief Shane Woody, Fire Chief
Shawn Schadle, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: Mike Chamberlain and Brad Peters with Sister Cities spoke
requesting funding assistance.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Police Department – Update.

Police Chief Shane Woody presented an update. Discussion took place concerning
update.

(B) Fire Department – Update.

Fire Chief Shawn Schadle presented an update. Discussion took place concerning
update.

(C) Fire Department – Open House/Street Closure.

Motion by Ald. Stevens, 2nd by Ald. Prather to approve closing State Street at the north end of the bridge to Leonard Ct., on Sunday, October 2nd, from 12:15p.m.-4:15p.m. Aye voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Officer Shannon Hansen presented an update. Discussion took place concerning update.

5. Other:

(A) OSF Notice of Termination/Assignment, Assumption and Consent to Assignment.

Discussion took place concerning Termination of Agreement with OSF Lifeline Ambulance. Motion by Ald. Stevens, 2nd by Ald. Snow to approve the execution of the Assignment, Assumption and Consent to Assignment between Elite Medical Transportation, LLC, OSF Lifeline Ambulance, LLC and City of Belvidere. Aye voice vote carried. Motion carried.

(B) Resolution 2022-20 – A Resolution Recognizing the Importance of Broadband in Rural Areas Throughout the United States and the Critical need to invest in Broadband Expansion.

Motion by Ald. Prather, 2nd by Ald. Stevens to forward to City Council to adopt Res.#2022-20 - A Resolution Recognizing the Importance of Broadband in Rural Areas Throughout the United States and the Critical need to invest in Broadband Expansion. Discussion took place concerning the importance of recognizing the need of Broadband. Aye voice vote carried. Motion carried.

(C) Resolution 2022-21 – A Resolution Authorizing the Mayor to Execute and the Clerk to Attest a Collective Bargaining Agreement with the Illinois FOP Labor Council Sergeants 2022-2026.

Motion by Ald. Porter, 2nd by Ald. Fleury to forward to City Council to adopt Res. #2022-21 – A Resolution Authorizing the Mayor to Execute and the Clerk to Attest a Collective Bargaining Agreement with the Illinois FOP Labor Council Sergeants 2022-2026. Aye voice vote carried. Motion carried.

(D) Resolution 2022-22 – A Resolution Authorizing the Mayor to Execute and the Clerk to Attest a Collective Bargaining Agreement with the International Association of Fire Fighters Local 1569, AFL-CIO-CLC-2022-2026.

Motion by Ald. Fleury, 2nd by Ald. Snow to forward to City Council to adopt Res. 2022-22 – A Resolution Authorizing the Mayor to Execute and the Clerk to Attest a Collective Bargaining Agreement with the International Association of Fire Fighters Local 1569, AFL-CIO-CLC-2022-2026. Discussion took place concerning Collective Bargaining Agreement. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. Frank, 2nd by Ald. Fleury to adjourn meeting at 6:57p.m. Aye voice carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

ORDINANCE #599H
AN ORDINANCE PROVIDING FOR A TRANSFER OF
A PORTION OF GENOA ROAD FROM THE BOONE COUNTY
HIGHWAY SYSTEM TO THE CITY OF BELVIDERE
HIGHWAY SYSTEM

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvidere as follows:

SECTION 1: The City consents to the transfer of a portion of Genoa Road south of U.S. Route 20 and north of I-90 to the City of Belvidere highway system and upon execution of the agreements attached hereto such portion shall become a part of the City of Belvidere municipal highway system.

SECTION 2: The Mayor is authorized to execute, and the Clerk to attest the Illinois Department of Transportation Jurisdictional Transfer Agreement (Local Public Agency to Local Public Agency) which is attached hereto as Exhibit A.

SECTION 3: The Mayor is authorized to execute and the Clerk to attest the Intergovernmental Agreement Between the County of Boone, Illinois and the City of Belvidere, Boone County Illinois for Jurisdictional Transfer of Genoa Road (South of U.S. 20 & North of I-90) which is attached hereto as Exhibit B.

SECTION 4: 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 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: 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:

APPROVED:

Mayor Clinton Morris

ATTEST:

City Clerk

(SEAL)

Passed:
Approved:
Published:



Jurisdictional Transfer Agreement
(Local Public Agency to Local Public Agency)



CONVEYOR

Local Public Agency No. 1

County of Boone

LPA Type: County
County: Boone

RECIPIENT

Local Public Agency No. 2

City of Belvidere

LPA Type: Municipality
County: Boone

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Road Name	Route(s)	Length (miles)
Genoa Road	CH 4	0.5

Key Route(s) Information

004 95028 000000

Termini

US 20 (Grant Highway) to the north & I-90 (Jane Addams Tollway) to the south

This transfer does not does include NBIS Structure No(s) 004-9921

Include For Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy a location map as Addendum No. 1 and an original of the resolution as an Addendum, and

Include For Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

Upon IDOT approval _____ calendar days after other _____

Attachments

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Location Map (Addendum No. 1) Intergovernmental Agreement (IGA) ##-22
 Ordinance/Resolution (Addendum No. 2) _____

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

Signatures

APPROVED BY CONVEYOR		APPROVED BY RECIPIENT	
Name of Local Public Agency Official		Name of Local Public Agency Official	
Karl Johnson		Clinton Morris	
Title		Title	
Boone County Board Chairman		City of Belvidere Mayor	
Local Public Agency Official	Date	Local Public Agency Official	Date

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED

Director

--

Office of Highways Project Implementation Signature Date

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INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF BOONE, ILLINOIS AND
THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS FOR
JURISDICTIONAL TRANSFER OF
GENOA ROAD (SOUTH OF US 20 & NORTH OF I-90)

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this ##th day of November, 2022, between the County of Boone, Illinois (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 1212 Logan Avenue, Belvidere, Illinois 61008 and the City of Belvidere, Boone County, Illinois (hereinafter referred to as the "CITY"), with offices at 401 Whitney Blvd, Belvidere, Illinois 61008. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois (the "Illinois Constitution") encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in the "Counties Code" (55 ILCS 5/1-1001 et seq.) and the "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the CITY by virtue of its power set forth in the "Municipal Code" (65 ILCS 1/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, the authority to make changes to the Municipal Street System is granted to the CITY of Section 7-101 of the Illinois Highway Code; and

WHEREAS, the authority to make changes to the County Highway System is granted to the COUNTY by Section 5-105 of the Illinois Highway Code; and

WHEREAS, pursuant to Resolution ##-22 adopted by the COUNTY on September ##, 2022, the COUNTY provided for the deletion of Genoa Road (CH 4); and.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the receipt and sufficiency of which the parties do hereby acknowledge and approve, the parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The COUNTY agrees to perform snow plowing services on Genoa Road from Crystal Parkway (westbound I-90 Ramps) to the southerly limit of Boone County's jurisdiction on Genoa Road as part of the County's normal snow removal operations. This snow plowing stipulation will automatically terminate for those portions of Genoa Road South of Interstate 90 that are annexed to the City of

Belvidere subsequent to the execution of this Agreement.

3. The CITY agrees to provide capacity upgrades to Genoa Road as needed from Crystal Parkway (as shown on the final Plat of Subdivision for the Belvidere Retail Subdivision) south to the eastbound Interstate-90 ramps (including the eastbound I-90 Ramp intersection) excluding those portions of Genoa Road that are not under County jurisdiction.
4. The COUNTY agrees to jurisdictionally transfer Genoa Road to the CITY from the north side of Interstate-90 (excluding those portions not under County jurisdiction) to Fern Hill Road upon the CITY's annexation of land south of Interstate-90, contiguous to Genoa Road and North of Fern Hill Road.
5. The CITY and COUNTY agree to equally split the cost of a "Lane Study" for that section of Genoa Road from U.S. Route 20 to the I-90 tollway bridge. The City and County further agree to equally split the cost of the subsequent agreed to improvements from the "Lane Study" with design and construction of the improvements to be funded upon approval of a final plat of subdivision or construction plans for any structure relating to the land lying North of the Belvidere Retail Subdivision, west of Genoa Road and South of U.S. Route 20. The City and County further agree that any developer contribution toward such improvements will be applied to the total cost of the improvements thus decreasing the City and County's obligations equally.
6. This document shall be a final embodiment of the AGREEMENT by and between the COUNTY and the CITY. No oral changes or modifications of this AGREEMENT shall be permitted or allowed. Changes or modifications to this AGREEMENT shall be made only in writing and upon the necessary and proper signature of the COUNTY and the CITY.
7. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Circuit Court for Boone County, Illinois.
8. In the event that any provisions of this AGREEMENT shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions hereto.
9. This AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
10. The City and County agree to indemnify, defend and hold each other harmless for the negligent or intentional acts of their own employees, agents or contractors.

Dated at Boone County, Illinois, this ##th day of September, 2022.

Karl Johnson, Chairman
Boone County Board

ATTEST:

Julie A. Bliss, Boone County Clerk

Dated at Belvidere, Illinois this _____ day of _____, 2022.

Clinton Morris, Mayor
City of Belvidere

ATTEST:

Sarah Turnipseed, City Clerk
City of Belvidere

RESOLUTION #2022-20

A RESOLUTION RECOGNIZING THE IMPORTANCE OF BROADBAND IN RURAL AREAS THROUGHOUT THE UNITED STATES AND THE CRITICAL NEED TO INVEST IN BROADBAND EXPANSION

Whereas, the COVID–19 pandemic led to an increase in remote work and digital communication among all Americans; and

Whereas, as a result of the COVID–19 pandemic, many businesses, schools, government agencies, and organizations devised remote work strategies and invested in digital alternatives to replace in-person, paper-based methods of education and doing business; and

Whereas, since the COVID–19 pandemic has brought challenges to rural community businesses struggling to stay afloat, children accessing virtual school from remote and other digitally underserved locations, and individuals seeking to access health care as rural hospitals have closed, broadband remains critically essential to rural communities; and

Whereas, technology is transforming the agricultural industry and changing the way farms operate, and such advances are largely dependent on maintaining strong internet connectivity in rural communities; and

Whereas, innovation on farms and in other rural settings is severely hampered if these locations lack access to robust broadband; and

Whereas, broadband disparities continue to exist between rural and urban communities, despite the growth remote work and digital communication have achieved in the past two years; and

Whereas, consistent internet connectivity is essential for farmers, and a gap currently persists among rural and urban communities with respect to delivering high-speed and reliable broadband to all Americans; and

Whereas, high-quality internet access is essential for Americans to work, learn, and communicate with one another, and it is therefore important that broadband access in underserved communities be improved and maintained; and

Whereas, approximately 60 percent of broadband capacity is used by large providers of content streaming services, and rural broadband providers have difficulty in raising prices to cover the costs associated with this ever-growing demand; and

Whereas, one of the most vital needs of our country is modern and durable infrastructure, which includes strong and robust broadband.

Now, therefore, be it resolved that the City Council of the City of Belvidere on this _____, day of _____ 2022 that the City supports the effort toward ensuring availability of reliable high-speed and affordable broadband to all residents and entities in the north central Illinois region in order to promote educational, economic and information opportunities.

Ayes:

Nays:

Absent:

Date Approved:

By: _____

Mayor

Attest: _____

City Clerk

RESOLUTION # 2022-21
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AND THE CLERK TO ATTEST A COLLECTIVE BARGAINING
AGREEMENT WITH THE ILLINOIS FOP LABOR COUNCIL
SERGEANTS
2022 - 2026

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

1. The Collective Bargaining Agreement between the City of Belvidere and the Illinois FOP Labor Council (Belvidere Sergeants), attached hereto and incorporated herein by this reference is approved.
2. The Mayor is authorized to execute and the Clerk to attest the attached Collective Bargaining Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this day of
October, 2022.

Approved: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Ayes:
Nays: .
Absent: .

Date Approved:

ILLINOIS FOP LABOR COUNCIL

and

CITY OF BELVIDERE

Sergeants



May 1, 2022 – April 30, 2026

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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INTENT AND PURPOSE

This Agreement is entered into by the CITY OF BELVIDERE, ILLINOIS, a municipal corporation (the "City" or "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, (the "Council" or "Union") and has as its purpose the promotion of harmonious relations between the City and the Council, the maintenance and improvement of productivity and economical and efficient operations, the establishment of an equitable and peaceful procedure for the resolution of differences between the parties regarding the interpretation and application of this Agreement, and to set forth the rates of pay, hours of work and other conditions of employment.

ARTICLE 1 CITY RIGHTS

Section 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 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.

Section 1.2 Management Rights

Except as expressly provided in this Agreement, 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 workforce, select managerial and supervisory employees, 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 workforce, 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 employees, and to reduce the workforce due to the lack of work, or other legitimate reasons.
- (g) To determine the use of City property and the determination of safety measures.

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(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) To subcontract work that is appropriate in the exercise of its best judgment and consistent with the City's lawful authority under Illinois statutes; and

(j) To enforce all existing applicable state statutes, City ordinances and City rules and regulations.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition and Coverage

Pursuant to the certification by the Illinois Labor Relations Board, case No. S-RC-10-125, the City hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to rates of pay, wages, hours of employment and other terms and conditions of employment in the following unit:

Included: All full-time police officers of the City of Belvidere in the rank and title of Sergeant.

Excluded: All other employees, employed by the City of Belvidere.

Section 2.2 Council Membership

Non-Council Employees shall not, as a condition of employment, be required to become members of the Council.

Section 2.3 Payroll Deduction

During the term of this Agreement, the City will deduct from each Employee's paycheck the appropriate Council dues or fair share payment for each Employee in the bargaining unit who has filed with the City a written authorization form (attached hereto as Appendix B). The City shall remit such deduction monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council. The City agrees, during the term of this Agreement, to provide newly hired Employees with a due's deduction form within ten (10) days of their hire date, and further agrees to notify the Council of any change in Employee status, including, but not limited to, new hires, resignations, etc. within thirty (30) days of the effective date. During the term of this Agreement, the Council may change the fixed, uniform dollar amount by providing the City thirty (30) days' notice of such change. If an Employee has no earning or insufficient earnings to cover the amount of dues deduction, the Council shall be responsible for the collection of that Employee's dues. The Council agrees to refund to the Employees any amounts paid to the Council in error on account of this due's deduction provision. An Employee may revoke his or her voluntary dues deduction by notifying the Council and the City by certified mail, return receipt requested and providing thirty (30) days advance notice.

Section 2.4 Indemnification

The Council agrees to indemnify, defend and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) including, but not limited to reasonable attorney’s fees, that arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this Article, or in reliance of any written deduction authorization furnished under this Article.

Section 2.5 Bulletin Boards

The City agrees to allow the Council to post a bulletin board in a common area of the Police Department. Each Bulletin Board shall be no larger than three (3) feet by five (5) feet. The bulletin board shall be used for the sole purpose of posting Council information.

ARTICLE 3 HOURS OF WORK

Section 3.1 Workday Shift

This Article is intended only to provide a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week. The normal work shifts for Sergeants assigned to Patrol shall generally be as follows:

- (1) Day Shift 5:30 a.m. - 5:30 p.m.
- (2) Night Shift 5:30 p.m. - 5:30 a.m.

Section 3.2 Shift Schedule

Sergeants working Patrol Division assignments shall work twelve (12) consecutive hour shifts. See following example:

Two days on (24 hrs.)	Monday and Tuesday
Two days off	Wednesday and Thursday
Three days on (36 hrs.)	Friday, Saturday, and Sunday
Two days off	Monday and Tuesday
Two days on (24 hrs.)	Wednesday and Thursday
Three days off	Friday, Saturday, and Sunday.

This schedule shall total one hundred sixty-eighty (168) hours worked per twenty-eight (28) day period. Sergeants will work a selected day or night shift based on seniority in rank. During the month of January, the police administration will solicit written requests from all patrol Sergeants as to their preferences over a day or night and rotation. Sergeants that do not timely submit a specific shift request, in writing, will be placed on a shift of the administration’s choice following placement of all other written requests.

Section 3.3 Alternate Fulltime Schedules

When any full-time assignment opens, other than 3.1, 3.2 or 3.4, the Employer shall post the opening at least ten (10) calendar days in advance describing the general requirements and duties of the assignment. Interested Sergeants shall submit, to the Chief of Police or the Chief's designee, a written request describing their qualifications. If a Sergeant is required to work an alternate full-time schedule, on a non-voluntary basis, that Sergeant shall be the Sergeant with the least seniority in rank. Alternate full-time work schedules will be set and consist of shifts of eight (8), eight point five (8.5), ten (10), ten point five (10.5), or twelve (12) hours. Sergeants assigned to Alternate Full-Time schedules shall work eighty-four (84) hours every two (2) weeks.

Section 3.4 Compensatory Time

Effective upon execution of this Agreement, and pursuant to Section 207k of the Fair Labor Standards Act, the regular hours of work for all bargaining unit members shall consist of one eighty-four (84) in each fourteen (14) day work period.

(a) In order to receive overtime premium, pay or compensatory time off under this Section 3.3, the "regular hours worked" by a Sergeant must be worked outside of the Sergeant's regular schedule (or adjustments thereto which are permitted by this Agreement and/or agreed to by the Sergeant).

(b) An Employee shall have the option of accruing up to a maximum of one-hundred and sixty-eight (168) hours of compensatory time in lieu of overtime pay. All compensatory time in excess of this amount will be paid as overtime. Up to one-hundred and eight (108) hours of compensatory time not used in a calendar year shall be carried over to the next calendar year. The balance (over 108) shall be paid out to the employee in the pay period following December 31st (maximum 60 hours). Employees with less than one-hundred and eight (108) hours of comp time accrued as of December 31st may elect to be paid for up to sixty (60) hours of their accrued compensatory time. Employees may choose to contribute the cash equivalent of their liquidated comp time on a post-tax basis into an appropriate IRS approved vehicle if the City has established such a benefit plan. An Employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the Employee and the Police Chief or the Chief's designee. Compensatory time requests shall not adversely affect the Department and shall not be unreasonably denied.

(c) In the event that any court or administrative agency of competent jurisdiction over the City finds that Section 3(b), or the Department's practices or procedures administering Section 3(b), are unlawful and/or unenforceable, the City may declare Section 3(b) null and void, and the Department's prior compensatory time practices shall be promptly terminated, subject to the City's obligations under Section 22.2 below to bargain over replacement provisions. In the event that no replacement provision is agreed to, or awarded by an arbitrator, the Sergeants' comp time banks in existence as of the date of such termination shall be paid out to the effected Sergeants as salary. The City agrees to bargain with the Council over the timing of such payouts of accrued

but unused comp time.

Section 3.5 Detective Schedules

Sergeants working Detective Division assignments shall work an average of forty-two (42) hours per week. The Chief of Police may make reasonable modifications to the work shifts of Sergeants assigned to the Detective Division to meet the operational needs of the Department.

Section 3.6 Changes in Work Hours Days or Shifts

Management retains the right to alter work hours, workdays, and shift strength to meet operation requirements, provided such alterations will not be made for arbitrary or capricious reasons. A thirty (30) day written notice shall be given to the Sergeants' designated representatives on any extended or permanent change in hours of work, days of work or patrol shift strength.

ARTICLE 4 REST PERIODS

- (a) Each Employee working a twelve-hour shift shall be entitled to forty-five (45) minutes rest each full workday and shall be entitled additionally to two (2) fifteen (15) minute breaks. Breaks and rest periods will be taken at the discretion of the Chief or his designee.
- (b) Employees scheduled to work eight (8) or eight and one-half (8 1/2) hour shifts will be entitled to a thirty (30) minute rest period as well as two (2) additional fifteen (15) minute breaks. Breaks and rest periods shall be taken at the discretion of the department head and/or the Employee's immediate supervisor.
- (c) Travel to and from the work site shall be included as part of the rest break.
- (d) Sergeants shall still be required to respond to emergency calls during rest periods.

ARTICLE 5 OVERTIME COMPENSATORY TIME

Section 5.1 General Provisions

It is understood and agreed that Employees may be required to work additional hours or shifts from time to time. Except as otherwise provided in this Article, any Employee who is nonexempt under the Fair Labor Standards Act ("FLSA") shall be compensated at the rate of one and one-half times his or her regular base hourly rate for overtime hours earned under this Article.

Section 5.2 Callback Time

Police Department Employees who are called back to duty after leaving their normal work area at the end of their regular shift (except for training) shall be compensated for at least two (2) hours of overtime despite the actual time worked. If the two hours' callback time so credited and the Employee's regular shift overlap, the Employee shall receive the overtime rate for two hours and the regular rate for the balance of the shift. No Employee shall be compensated twice, (overtime and regular time) for the same hours.

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Section 5.3 Trading

Extra compensation shall not be given where one Employee has merely "traded shifts with another Employee." Shift trading shall be subject to control of the Police Chief.

Section 5.4 Court Time

All court time mandated by the City or State's Attorney will be paid at the rate of one- and one-half times the Employee's regular rate of pay. A minimum of two hours will be paid for court time, regardless of the actual number of hours spent. Any member who has a scheduled court appearance cancelled after 5:00 pm the day prior to the court appearance shall receive the two (2) hours of minimum court time. Notification shall be deemed given when the notice is emailed to the Employee, or a voicemail is left for the Employee.

Section 5.5 Training Time

Sergeants who are ordered to participate in mandatory training shall be compensated pursuant to Section 3.3(a) of this Agreement. For voluntary training attendance outside the Sergeant's regular working hours, the Sergeant may be paid for training time at the straight time rate or take compensatory time at the rate of one and one-half times the actual hours of training, but the hours shall be excluded from "hours worked" for purposes of Section 3.3 (a) of this Agreement. Sergeants may only accumulate compensatory time as long as their banked balance will not exceed the total hours stated in Section 3.3(b) above.

Section 5.6 Field Training Sergeant

The Field Training Sergeant who is assigned to provide supervision of Field Training Officers shall receive an annual bonus of \$1,750.00 during the first pay period of the fiscal year immediately following the provision of such training services. In the event two or more different sergeants serve as the Field Training Sergeant in any year, the stipend shall be prorated between them.

Section 5.7 Detective Sergeant

The Detective Sergeant, who is assigned to provide and actually provides, supervision of the Detective Division during a contract year, shall receive an annual stipend of \$1,500.00 during the first pay period of the fiscal year immediately following the provision of such services. In the event two (2) or more different sergeants serve as the Detective Sergeant in any year, the stipend shall be prorated between them. Specialty pay shall be prorated over the fiscal year based on the number of days a Sergeant is assigned as the Detective Sergeant, (1/365th for each day assigned.

Section 5.8 Assignment of Overtime

(a) Whenever a patrol Sergeant and designated acting shift supervisor is absent from their assigned shift, and an overtime hire-back is required to meet department mandated shift coverage, the City shall offer any Sergeant the opportunity to work said overtime. Sergeants will have the option to accept or decline the offer without being required to work the shift. If no Sergeant volunteers for the overtime, then the overtime shall be offered to patrol officers to fill the vacancy.

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(b) All police department-related non-emergency tasks requiring overtime shall be posted on a sign-up sheet in the Sergeant's office, provided such posting shall not occur earlier than sixty (60) days in advance of the overtime assignment. Each person that is interested in the detail may sign upon on the sheet. The overtime posting will stay on the board for five (5) days (when possible) and then be removed for review of the names. The Administration will take the first name in the overtime callout book and see if that name is signed up for the posted overtime. If they are not signed up, they will be marked as "refused" in the overtime callout book and the next name will be checked. This will continue until a name on the overtime posting and a name in the overtime callout book match. The matching name will be circled on the overtime posting sheet and the sheet will be hung back on the bulletin board so the Sergeant will be aware that they have been assigned overtime. The parties agree and understand that if the task has not been voluntarily filled by forty-eight (48) hours prior to the scheduled start of the event, then an emergency callout may be implemented. The parties further agree and understand that Sergeants shall not have the right to authorize their own overtime. During emergency situation callouts, the first sergeant contacted shall respond and shall not have the right to refuse a callout.

(c) In emergency (last minute) situation callouts, and to affect an immediate response to the needs of the Department, the Chief, or his designee, may call any Sergeant to work desired. During such emergency situation callouts, the first Sergeant contacted shall respond and may not refuse the callout.

ARTICLE 6 VACATION

Section 6.1 Eligibility and Amount of Vacation

Full-time Employees shall be entitled to paid vacation in accordance with the schedules set forth hereafter. The benefit shall be payable on May 1 of the year following the attained service anniversary. One-twelfth (1/12) of the benefit shall be prorated for each consecutive month worked between the Employee's anniversary and May 1, or upon separation from employment. For purposes of this sub-section, "Years of Continuous Service" commence on the Employee's date of hire with the City, not time in rank.

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
One year, but less than two years	48 working hours
Two years, but less than seven years	84 working hours
Seven years, but less than fifteen years	120 working hours
Fifteen years and over	168 working hours

Section 6.2 Scheduling

The appropriate department head shall have final approval of all vacation schedules. To the extent practicable, vacations will be granted in accordance with Employee's preference, after giving consideration to operational requirements of the Department. Vacation picks shall be determined by seniority of the Employees. For application of this Section only, seniority shall be by date of employment with the Department and include patrol officers, detectives, and sergeants. An employee's vacation, once scheduled and approved, cannot be changed after ninety (90) days prior to it commencing, unless the City declares a general state of emergency. Sergeants will not be scheduled for mandatory training between (a) their last duty day prior to their vacation and (b) their first day following their vacation.

Section 6.3 Vacation Pay

Vacation pay shall be paid at the Employees' regular straight time rate of pay in effect for his or her regular job on the day immediately preceding the vacation period.

Section 6.4 Non-Accumulation of Vacation

The City's vacation year commences on May 1 of the applicable calendar year and continues through April 30 of the following year. No vacation will carry over from one vacation year to another. If the operational requirements of a department prohibit an Employee from taking his or her vacation during the applicable vacation year, the Employee's department head shall make a written request to the City Council to allow the Employee to take any unused vacation in the following vacation year. If the City Council denies such a request, the Employee shall be paid for the unused vacation time at his or her regular straight time rate of pay in effect for the contract year during which the majority of the Employee's vacation time accrued.

Section 6.5 Payment Upon Separation From Employment

Any Employee who is laid off, discharged, retired, dies or is otherwise separated from the service of the City for any reason shall be paid for any accrued but unused vacation on a prorated basis at the time of separation, provided the Employee has no outstanding debts due to the City. In the event of death of an Employee, such vacation pay shall be payable as designated by the Employee or as otherwise provided by statute. In the event that an employee changes from one City department to another, all vacation rights will be considered those of a new employee.

ARTICLE 7 HOLIDAYS

Section 7.1 Recognized Holidays

The City and the Council 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 following Thanksgiving |
| 4. Memorial Day | 10. Christmas Day |
| 5. Independence Day | 11. The Employee's Birthday |
| 6. Veteran's Day | |

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Section 7.2 Weekend Holidays

When a recognized holiday falls on a day that is not a regularly scheduled workday, the Mayor shall designate which day shall be observed as the holiday.

Section 7.3 Compensation for Holidays

Employees shall receive twelve (12) hours off in lieu of each recognized holiday. If a holiday falls within an Employee's regularly scheduled vacation period, the Employee will receive one additional day off.

(a) All bargaining unit Employees assigned to patrol shifts and who actually work on Thanksgiving, Christmas Eve and Christmas Day shall receive one and one-half times their straight time hourly rate for all hours worked on such days, in addition to the twelve (12) hours off as provided for in this section. When an Employee is ordered to work a non-scheduled shift on Thanksgiving, Christmas Eve, or Christmas Day, for shift coverage, the Employee shall receive two (2) times the Employee's regular rate of pay for all hours worked.

(b) To be eligible for holiday compensation as provided for in Article 7, Section 7.3 (a) above, Sergeants assigned to patrol shifts whose beginning schedule time is within the twenty-four (24) hour period of the actual holiday, shall receive the holiday compensation for all scheduled hours for that period of time regardless of whether the remaining hours are outside the parameters of the hours of the actual holiday. For those Sergeants whose schedule begins outside the actual hours of the holiday shall not receive this compensation.

ARTICLE 8 LEAVES OF ABSENCE

Section 8.1 Sick Leave and Sick Pay Benefits

(a) **Purpose and Intent** The purpose of this Section is to provide those Employees 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** Employees who are unable to work due to an illness or injury must contact their supervisor prior to their scheduled shift. Employee may be required to submit a statement regarding the nature of the illness or injury upon their return to work.

(c) **Physician's Certificate** After three (3) consecutive workdays of absence or three (3) separate absences in one month, the Employee shall submit a certificate signed by his or her physician stating the nature and extent of the Employee's illness or injury and inability to return to work.

(d) **Status Reports** If the Employee's inability to work continues, the Employee shall submit a status report from his or her physician every thirty (30) calendar days, or more frequently if reasonably required by the City. The status report(s) shall describe the Employee's diagnosis and prognosis and/or estimated date of return to active duty.

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(e) **Alternate Duties** A partially disabled Employee may, in the discretion of the Police Chief, be assigned to perform administrative functions on a temporary basis, as available and as needed. Alternate duty assignments may not extend beyond one hundred sixty (160) days unless an extension is approved by the City Council. The provisions of this Section shall apply in full to all employees physically unable to work their normal duties as a result of pregnancy as determined by the Sergeant's treating physician. An employee's assignment to alternative duty shall not be deemed to restart or interrupt the one hundred sixty (160) days continuous sick leave as set forth in section 8.1(g). For example, if an employee is on sick leave for twenty (20) days and then placed on alternative duties for ten (10) days, the one hundred sixty (160) day sick leave permissible under 8.1(g) will not restart if the employee leaves alternative duties for any reason, but the original twenty (20) days will be deemed continuous with the subsequent leave.

(f) **Permanent Disability** If, at any time during a sick leave, it is determined to a reasonable degree of medical certainty that the Employee will be unable to return to active duty, benefits under this Section 8.1 shall automatically terminate and the Employee will be expected to apply for a disability pension.

(g) **Sick Pay Benefits** If the Employee complies with the requirements set forth above, the City shall pay the Employee at his or her regular pay rate for the time missed as if the Employee had worked as regularly scheduled; provided, however, that no compensation shall be paid for time absent from work if:

(1) The Employee was absent from work for a reason other than inability to work due to illness or injury.

(2) The Employee 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 Employee from receiving sick pay benefits. Subject to the above exceptions, the City will retain the Employee 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 Employee's length of service as measured from date of hire. Each separate and distinct illness shall start a new one hundred sixty (160) day period.

(h) **Proper Use of Benefits** It is understood that sick leave and sick pay benefits are only available for bona fide absences due to illness or injury. Although Employees remain subject to the disciplinary authority of the 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 Employee's obligation of service to the public and which constitute cause for severe disciplinary action or dismissal by the appropriate authority. "Severe disciplinary action" shall include but not be limited to suspension without pay for a period to be decided by the

appropriate disciplinary authority.

(i) **Second Opinions and Other Examinations** The City reserves the right to engage any qualified physician at its own expense to examine the Employee and ascertain the propriety of any absence or absences of any Employee from work claimed to be due to illness or injury. The City also reserves the right to engage any qualified physician at its own expense to examine an Employee or health of any Employee whose work the department head suspects is being adversely affected by some illness or injury. The Employee shall submit to such examinations. In the event of a conflict between the reports or opinions of the Employee's physician and the City's physician, the Employee may be required to submit to an examination by a third physician, chosen by the Employee'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.

Section 8.2 Bereavement Pay

All Employees may receive up to three (3) workdays' leave of absence without loss of pay in order to attend funeral, wake, memorial or celebration of life services or to address the decedents affairs for a death in the immediate family. Workdays falling within that time frame may be used as leave of absence days. Immediate family is defined as: spouse, parents, stepparents, children, stepchildren, brother, sister, mother or father-in-law, grandparents, and grandchildren. In the event of the loss of a spouse, child or stepchild, the Sergeant will be entitled to up to four (4) workdays without loss of pay.

(a) Funeral leave shall not be deducted from sick leave.

(b) Additional unpaid time may be granted in the Department Head's discretion.

(c) A reasonable amount of time will be granted without pay to attend funeral services for other family members, so long as such leave would not adversely affect the operations of the Department.

(d) If an employee is on vacation, the employee will still be entitled to two (2) funeral leave days.

ARTICLE 9 INSURANCE BENEFITS

Section 9.1 Employee Benefits and Premiums

During the term of this Agreement, the City shall provide health and dental benefits for Employees and their eligible dependents as follows:

(a) During the term of this Agreement, the City agrees to maintain substantially equivalent health and dental benefits including, but not limited to, a PPO service option.

(b) Employees 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". Commencing January 1, 2021, Employees electing insurance coverage shall pay 14% 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". For purposes of this Section, a given year's "applicable premium rate" shall be the lesser of (a) the current premium or (b) 13% over the prior year's premium. This premium cap shall not apply to increases occurring in January 2021 in order to facilitate the increase in premium contributions to 14%.

(c) Eligibility for coverage shall be governed by the relevant group health plan in place at the time and/or relevant federal or state law.

(d) For the existing, as of January 1, 2014, dental plan offered by the City: Effective January 1, 2015, the City and Union agree that the maximum dental per covered individual shall increase to \$1,500.00 per year. Effective January 1, 2015, the maximum orthodontia benefit per covered individual shall increase to \$1,000.00 as a lifetime benefit. Effective January 1, 2016, the maximum orthodontia benefit per covered individual shall increase to \$1,250.00 as a lifetime benefit. Effective January 1, 2017, the maximum orthodontia benefit per covered individual shall increase to \$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 the 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.

Section 9.2 Retiree Benefits

Employees who retire during the term of this Agreement ("Retired Employees") 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 Employees must pay the entire cost of dependent coverage. The City shall pay its portion of the cost of single coverage, for Employees retiring after February 1, 1992, at the rate specified in Section 9.1(b) in this and successive agreements. This benefit commences on the date the Retired Employee begins receiving pension benefits and continuing until the Retired Employee becomes eligible for Medicare/Medicaid.

(b) If an employee is eligible to receive pension benefits in all respects, except for their age, and the employee chooses to retire, the employee may elect to continue on the City's health plan but shall pay the entire cost of premiums charged to the City for such coverage as well as the entire cost of the premiums for all dependents continuing coverage. When such an employee begins receiving pension benefits, subsection (a) above shall govern.

(c) Premium payments must be made to the City within fifteen (15) days of each month for coverage in the following month in order to keep said insurance in effect. Failure to timely make any premium payment may result in the retiree or dependents being dropped from the City's health plan.

(d) 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.

Section 9.3 Killed in the Line of Duty

The City shall pay \$20,000 towards funeral and burial expenses of any officer killed in the line of duty. Such funds shall be payable within thirty (30) calendar days of the date of death to the individual designated by the Employee or as otherwise provided by law.

Section 9.4 Inoculations and Immunizations

The City shall provide, at its own cost, each Employee with the following inoculations and immunizations:

- Hepatitis B Vaccination (series of 3 shots)
- Tetanus Shots (to be given every 10 years)
- TB Skin Tests (annually if confirmed exposure)
- Flu Vaccination (to be given every year)

The Employee shall pay the cost of any follow up blood test to determine whether the Hepatitis B Vaccination has taken, except that the City shall reimburse the Employee for such test and shall pay for a new Hepatitis B Vaccination series if the Employee is not immune. Off-duty time spent by an employee receiving immunizations or inoculations shall not be compensable.

Section 9.5 Ambulance Service

Any employee or the employee's "eligible dependents" as defined in the City's group health plan that has incurred expenses for the eligible use of an ambulance, as defined by the City's group health plan, from any location within the City of Belvidere and terminating at any licensed hospital as deemed appropriate shall be entitled to the following benefit:

- (a) The first \$100.00 of out-of-pocket expenses reimbursed at 100%.

Section 9.6 Prescription Eye Wear

The City shall contribute, up to a maximum of \$150.00 for one pair of prescription glasses or contacts for those employees who are in need of such glasses once every two (2) years. The City will replace such glasses if broken on the job provided there is no negligence on the part of the employee.

Section 9.7 Section 125 Plan

As soon as is legally permissible, the City agrees to implement a Section 125 "Flexible Spending Account" or similar plan to process employee premium share, service co-payments and other qualifying health care related "out of pocket" health insurance expenses on a pre-tax basis.

Section 9.8 Vision Benefits

The City shall make available and facilitate the implementation of the current optical plan or a comparable plan provided that the cost of such coverage is borne by the employees and not the City, and the bargaining unit employees desiring such coverage meet whatever minimum participation requirements as are necessary to create such a plan.

ARTICLE 10 UNIFORM ALLOWANCE

Section 10.1 General

Sergeants shall receive a uniform allowance in the same amount and manner received by police officers under the Collective Bargaining Agreement between the City of Belvidere and The Fraternal Order of Police Lodge No. 245 on an annual basis. All Police Department Sergeants will be supplied bulletproof vests by the City, and these will be replaced by the City when the manufacturer's suggested length of use time has expired. If the employee wishes to purchase a different quality vest, the officer may submit a receipt and collect from the City the purchase price of the vest, not to exceed the purchase price of the City approved vest. All Police Department Sergeants will be required to wear the vest supplied to them.

(a) In the event the City mandates any uniform changes, the City will be responsible for the costs of such initial changes.

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

Section 10.2 Replacement Uniforms

The City shall replace items of uniform clothing that are damaged beyond repair while in due course of a duty assignment, at no cost to the Employee, provided there is no negligence on the part of the Employee and the department head approves the expenditure. Damaged items of clothing shall be surrendered to the department head for disposal as determined by the City Council.

Section 10.3 Replacement of Personal Property

Personal property should not typically be worn or used in the line of duty and as such, employees will not be reimbursed for the loss or damage to personal property with the following exceptions. Necessary prescription eyeglasses or contacts will be reimbursed. Wristwatches shall be reimbursed up to one hundred dollars (\$100.00). All requests for reimbursement shall be submitted to the Chief of Police with the incident report.

ARTICLE 11 F.O.P. REPRESENTATIVE

For the purpose of administering and enforcing the provisions of this Agreement, the City agrees as follows:

Section 11.1 Grievance Process

Upon notice to and the approval of the Chief of Police, or his designee, reasonable time while on duty shall be permitted Council representatives for the purpose of aiding or assisting or otherwise representing Employees in processing of grievances or attending grievance meetings, and such reasonable time shall be without loss of pay.

Section 11.2 Delegates to F.O.P Conferences

Any Employee(s) chosen as delegate(s) to and F.O.P. state or national conference will, upon written application approved by the Chief of Police, Labor Council and submitted to the City with at least fourteen (14) days' notice, be given a leave of absence, without loss of pay by use of compensatory time, vacation time or personal days, for a period of time required to attend such convention or conference. This period of time shall not exceed one (1) week. No more than three (3) Employees shall be approved for leave as provided in this Section in any calendar year. No more than one (1) Employee shall be approved for leave as provided in this Section at the same time.

ARTICLE 12 EMPLOYEE REVIEWS, TRAINING, PROMOTIONS

Section 12.1 Employee Reviews

The City agrees that each Sergeant in the Police Department shall receive an annual performance review. The review shall be made in writing by the Sergeant's supervisor or the Police Chief and may suggest future training and suggestions for improvement as well as review past performance. The Sergeant's supervisor and/or the Chief of Police shall meet with the Employee to discuss the written performance evaluation. The Sergeant may provide written comments to the evaluation and shall sign the evaluation to acknowledge his or her receipt of it. One (1) copy of the evaluation shall be given to the Employee and a copy shall be retained in the Employee's personnel file.

Section 12.2 Promotional Testing Information

The City agrees that it is in the best interests of the parties for the test scores of any Police Department Employee who has participated in a promotional examination to be disclosed to the Employee upon written request to the Belvidere Board of Fire and Police Commissioners.

Section 12.3 Tuition Reimbursement

The City, in an effort to have a well-educated Police Department, shall reimburse any Sergeant for fifty percent (50%) of the cost of tuition and course books to a maximum of \$2,500.00 per fiscal year, subject to an aggregated Department Total of \$10,000.00 for all City-approved courses within the confines of a police science curriculum, from an accredited community

college, college, university or other approved training school. Further, the course curriculum requirements shall be presented to the Police Chief for his review and potential approval for payment before said courses are taken. Approval for courses under this Section shall not be unreasonably withheld. An Employee shall receive:

- 80% of the benefit for a passing grade of C
- 90% of the benefit for a passing grade of B
- 100% of the benefit for a passing grade of A

Pass/Fail courses shall upon a pass certification be treated: (i) as an "A" if letter grading is not available for the course, and (ii) as a "C" if letter grading is available, but the employee elects "pass/fail" grading for the course.

ARTICLE 13 INDEMNIFICATION

Section 13.1 City Responsibility

The City will indemnify the Employee in accordance with the provisions of applicable Illinois law.

Section 13.2 Legal Representation

Employees shall have legal representation by the City in any civil cause of action brought against an Employee resulting from or arising out of the performance of official duties. 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 Employee, it shall provide the Employee with legal counsel of its choosing subject to any reservation of its rights under Section 13.4 below. The Employee may seek legal representation of his own choosing at his own expense.

Section 13.3 Cooperation

Employees shall be required to cooperate with the City during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 13.4 Applicability

The City will provide protections set forth in Section 13.1 and Section 13.2 above, only so long as the Employee is acting within the scope of his employment and where the Employee cooperates, as defined in Section 13.3, with the City in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

ARTICLE 14 LAYOFFS

Section 14.1 Notice

The City shall give thirty (30) days' written notice of its intent to conduct layoffs to all affected departments, Employees and to the Council.

Union Clean Belvidere Sergeants
Master 09-21-22

Section 14.2 Procedure

In the event the City determines that layoffs are necessary, any layoffs and reinstatements shall be in accordance with 65 ILCS 5/10-2.1-18.

ARTICLE 15 NON-DISCRIMINATION

Section 15.1 Equal Employment Opportunity

It is the policy of the City to provide equal opportunity in employment to all Employees and applicants for employment. No person shall be discriminated against in employment because of such individual's race, creed, religion, color, sex, age, disability, 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. Alleged violations of this Section shall be grievable, but not arbitrable under this Agreement.

Section 15.2 Prohibition Against Discrimination

Both the City and the Council agree not to illegally discriminate against any Employee on the basis of race, sex, creed, religion, color, age, disability or national origin. Alleged violations of this Section shall be grievable, but not arbitrable.

Section 15.3 Use of Masculine Pronoun

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 15.4 Americans With Disabilities

During the term of this Agreement, the parties agree to modify this Agreement in any way necessary to conform with the provisions of the Americans with Disabilities Act.

Section 15.5 Family and Medical Leave Act

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

(a) **Eligibility**

(1) To be eligible for this leave, an Employee must have been employed by the City of Belvidere for at least twelve (12) months prior to the request.

(2) In addition, the Employee must have worked at least one thousand two hundred fifty (1,250) hours within the twelve (12)-month period previous to leave request.

(b) **Additional Provisions**

(1) An Employee will not be entitled to incur any credit for benefits (vacation, holidays,

clothing allowance) other than continuation of the health care plan while on unpaid leave.

(2) Employees will be required to pay the normal employee premium payment as provided for under the labor contract during period of unpaid leave.

(3) Employees having vacation, personal days, holidays, compensation time, or other paid time off on the books will be required to use such time before unpaid leave will begin. This paid leave will be considered as part of leave authorized by the FMLA.

ARTICLE 16 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 Employees in discipline cases.

Section 16.1 General Provisions

Employees may be disciplined for just cause by a verbal reprimand, written reprimand, suspension, or termination. Discipline shall be progressive and corrective and shall be designed to improve behavior and not merely punish it. It shall be recognized, however, that disciplinary action taken by management must address inappropriate Employee behavior, and progressive disciplinary measures may not, in all cases, be possible. If the inquiry, investigation, or interrogation of any Employee could result in the recommendation of dismissal, suspension or a similar action which would result in a loss of pay and be considered a punitive measure, then, before taking such action, the City shall follow the procedures set forth in Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.). The Employee shall have the right to be represented at such inquiries, investigations, or interrogations by a representative of similar rank, by legal representation and/or a Council representative, where the Employee reasonably believes that his responses may result in discipline, provided that the inquiry, investigation, or interrogation shall not be unreasonably delayed while the Employee obtains such representation. The Employee may be relieved of duty pending a formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. In the case of recommended suspensions pending discharge, the Employee may be relieved of duty without pay for a period of up to thirty (30) days, during which a hearing shall be held on the recommended discharge. The 30-day period may be extended upon the consent of the parties.

Section 16.2 Use of Prior Disciplinary Records

No previous disciplinary record(s) of an Employee may be used as evidence against an Employee during investigative hearings as to alleged violations of Police Department Policy, Rules or Regulations as established by the City of Belvidere or violations of local, state, or federal law. An Employee's previous disciplinary record may be utilized for purposes of determining appropriate sanctions to be taken against an Employee who has been found to have committed offense(s) which are deemed to be violations of Police Department Policy, Rules and Regulations as established by the City of Belvidere or violations of local, state, or federal law.

Section 16.3 Retention of Disciplinary Records

Upon the employee's request, any record of an oral reprimand shall be removed from the employee's personnel file after a period of one (1) year. Upon the employee's request, any record of a written reprimand shall be removed from the employee's personnel file after a period of three years. Upon the employee's request, any record of a disciplinary action greater than a written reprimand but less or equal to a five-calendar day suspension shall be removed from the employee's personnel file after a period of five years, provided that no other suspension is given for any similar offense during the five-year period. Disciplinary actions greater than a five-calendar day suspension shall remain a permanent part of the employee's personnel file. Any of the above records removed from an employee's personnel file shall be maintained in separate, confidential files (subject to applicable State law) and such records shall not be used for purposes of promotion, demotion or discipline of the employee after removal from his personnel file. All records relating to complaints, investigations and adjudications of police misconduct shall be permanently retained by the City and shall not be destroyed, in accordance with Section 25 of the Local Records Act.

Section 16.4 Application of Grievance Procedures

Verbal and written reprimands shall not be subject to the grievance procedures set forth in this Agreement. If an employee disagrees with the verbal or written reprimand, he may submit a written statement explaining his position, to be placed in his personnel file. Suspensions of less or equal to five (5) calendar days shall not be subject to the grievance procedures set forth in this Agreement. If an employee disagrees with such suspension, he may appeal to the Board of Fire and Police Commissioners in accordance with state and local law or submit a written statement of position to be placed in their personnel file.

Section 16.5 Jurisdiction of Board of Fire and Police Commissioners

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. Nothing in this Article shall be construed as an attempt by either party to limit an Employee's rights as granted by any federal, state, or local law.

ARTICLE 17 INSPECTION OF PERSONNEL FILES

The City agrees to allow Employees to examine the contents of their personnel file in accordance with the Illinois Personnel Records Review Act, (820 ILCS 40/1 et seq.) upon five working days' written notice to the appropriate department head. Upon written request, the City shall provide Employees with copies of the contents of their personnel files, provided that Employees must pay for the copies at the rate normally charged to the public. Personnel files may not be removed from the appropriate Departmental office.

ARTICLE 18 DISPUTE RESOLUTION

Section 18.1 Definition of Grievance

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any Employee regarding the application, meaning or interpretation of this Agreement.

Section 18.2 Representation

Grievances may be processed by the Council on behalf of an Employee or on behalf of a group of Employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the Employee is entitled to Council representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two or more Employees only if the same facts, issues and requested remedy apply to all Employees in the group.

Section 18.3 Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving Employee(s), and/or the Council representative, and the date. The Council will, through its Grievance Committee, review all grievances for merit prior to the filing of a grievance at Step 2 below.

Section 18.4 Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step, except Step 4. Time limits may be extended by mutual agreement.

Section 18.5 Grievance Processing

No Employee or Council representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. Such permission shall not be unreasonably denied. In the event of a grievance, the Employee shall always perform his assigned work task and grieve his complaint later, unless the Employee reasonably believes that the assignment endangers his safety. Grievances shall not be investigated during working hours if they unreasonably interfere with the Employer's operations.

Section 18.6 Grievance Meetings

A maximum of two (2) Employees (the grievant and/or Council representative) per work shift shall be excused from work with pay to participate in a Step 2 or Step 3 grievance meeting. The Employee(s) shall only be excused for the amount of time reasonably required to represent the grievance. The Employee(s) shall not be paid for any time during which a grievance meeting

occurs outside of the Employer's work shift. In the event of a grievance, the Employee shall first perform his assigned work task and file his grievance later.

Section 18.7 Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1 In the interest of resolving disputes at the earliest possible time, it is agreed that any attempt to resolve a dispute shall first be made between the Employee and his immediate supervisor. Not later than ten (10) business days after the event giving rise to the complaint, or ten (10) business days after the Employee should have reasonably learned of the event giving rise to the complaint, whichever is later, the Employee must discuss the grievance with his immediate supervisor. The immediate supervisor shall orally respond to the Employee not later than ten (10) business days thereafter. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Employee shall first complete his assigned work task, and complain later.

Step 2 If no agreement is reached between the Employee and the supervisor, as provided for in Step 1, the Council shall prepare a written grievance on a form mutually agreed to and presented to the Department Head or his/her designee no later than ten (10) business days after the Employee was notified of the decision by the Department Head. Within ten (10) business days after the grievance has been submitted, the Department Head or his/her designee shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department Head or his/her designee shall respond in writing to the grievant and Council representative within ten (10) business days following the meeting. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

Step 3 If the grievance is not settled at Step 2, the grievance may be referred in writing, within ten (10) business days after the decision of the Department Head or his/her designee, the Council may appeal said decision to the Finance and Personnel Committee. The Finance and Personnel Committee shall, within twenty (20) business days after the grievance has been filed, meet with the Council and the grievant to discuss the grievance. The Committee shall respond in writing to the grievant and Council within ten (10) business days following the meeting.

Step 4 If the dispute is not settled at Step 3, ONLY the Council may submit the matter to arbitration within ten (10) business days after the Finance and Personnel Committee's written decision or the expiration of the ten (10) business day period if the Finance and Personnel Committee fails to render a written decision. Within ten (10) business days after the matter has been submitted to arbitration, a representative of the Employer and the Council shall attempt to select a mutually agreed to arbitrator. If the parties are unable to agree on an arbitrator within ten (10) business days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list or arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the

Employer representative and the Council. A coin toss shall determine who strikes first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing, subject to availability of the Employer and Council representatives, and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Belvidere City Hall, Illinois, or the Boone County Public Safety Building unless otherwise agreed to. Both parties agree to make a good faith attempt to arrive at a Joint Statement of Facts and Issues to be submitted to the arbitrator. The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The expenses and fees of arbitration shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Council and the Employee or Employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement.

ARTICLE 19 NO LOCKOUT OR STRIKE

Section 19.1 No Lockout

During the term of this Agreement, no lockout of Employees shall be instituted by the City.

Section 19.2 No Strikes

During the term of this Agreement, no Employee will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slow-down or the concerted interference with the full, faithful, and proper performance of the duties of employment with the City.

ARTICLE 20 WAGES AND LONGEVITY

The basic wage and longevity plans provided for all Employees are provided in Appendix A to the Agreement.

ARTICLE 21 OUTSIDE EMPLOYMENT

Section 21.1 Secondary Employment (No use of City Equipment)

Any Employee pursuing secondary employment will be requested to furnish proof of insurance coverage for such secondary employment, or alternatively execute a waiver holding the City harmless for any injury sustained during such secondary employment or a result thereof. No benefits provided under the terms of Article 9.1 shall be issued to such Employee due to an injury or illness contracted while performing such secondary employment.

Section 21.2 Secondary Employment (Using City Equipment)

Businesses that wish to hire officers working for the City of Belvidere while they are off-duty and wish the officer to wear the Belvidere Police Department uniform or use City of Belvidere equipment shall contract with the employees individually and directly, and the City shall not be party to such contract; provided however, that the officer must first submit a written request to the Chief or his designee to engage in such employment for review and consideration in advance of the off-duty employment, and the City shall reserve the rights to impose requirements on the business(es) desiring to employ such off-duty officers, and to prohibit the officer from engaging in such employment for the business's failure to comply with such requirements.

ARTICLE 22 MISCELLANEOUS

Section 22.1 Entire Agreement

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. 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. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. The City and the Council agree, therefore, that during the term of this Agreement, neither party shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement unless specifically stated elsewhere in this Agreement, provided that such subjects or matters were reasonably within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and could have been introduced at the negotiations giving rise to this Agreement. The aforementioned does not waive the right to decisional or effects bargaining and is subject to the provisions of the Illinois Public Labor Relations Act.

Section 22.2 Savings Clause

If any provision of this Agreement shall be rendered or declared unlawful, invalid or unenforceable by virtue of judicial, administrative or legislative action or by any other competent authority, the remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such unlawful, unenforceable, or modified provision(s) may be the subject of immediate negotiations between the parties upon the written request of either party. Any such dispute involving a mandatory topic of bargaining which arises under this Article 22, Section 22.2 and is not resolved by mutual agreement shall be resolved in accordance with the provisions of Section 14 of the Illinois Public Labor Relations Act.

Section 22.3 Fund Raising

It is agreed that there shall be no fund-raising activity under the auspices of the Police Department for personal or departmental needs.

Section 22.4 Resolution Impasse

The resolution of any bargaining impasse shall be in accordance with the applicable provisions of the Illinois Public Labor Relations Act, (5 ILCS 315/14).

Section 22.5 Bill of Rights and Representation

The City will act in accordance with the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1, et seq.) or as amended. An Employee shall have the right to request Council representation at any questioning, interview, or interrogation, either formal or informal, which the Employee reasonably believes could result in discipline. The Employee's request for the presence of a representative of the Council prior to the beginning or during any questioning, interview, or interrogation, either formal or informal, shall not be misconstrued as a refusal to cooperate. Upon request by the Employee for representation, the questioning, interview, interrogation, either formal or informal shall be halted until a Council representative is present. The delay of the questioning shall not normally exceed four (4) hours to accomplish representation.

Section 22.6 Meal Reimbursement

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 - \$8.00, Lunch - \$15.00 and Dinner - \$25.00. 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 must make the reimbursement within forty-five (45) days of receiving the receipts.

Section 22.7 Residency

All Employees shall be required to live within a twenty-five (25) mile radius of the Public Safety Building (615 Main Street). The radius shall be measured on an "as the crow flies" basis.

Section 22.8 Auxiliary Officers

The City agrees that its use of auxiliary police officers shall comply with the requirements of Illinois Statutes directed at, and governing, the employment, qualification, and training of such auxiliary officers.

Section 22.9 FOID Card Reimbursement

The City shall reimburse each Sergeant the cost of purchasing or renewing their Illinois Firearm Owner Identification Card (FOID Card). It shall be the responsibility of the Employee to notify the Chief of Police of the upcoming expiration. An Employee who leaves employment of the City (other than retirees who are eligible and have applied for full pension at the time of their separation from employment) shall reimburse the City for the unexpired pro-rata portion of the

fees advanced by the City on behalf of the Sergeant for his/her FOID card, through payroll deduction from the Employee's last paycheck.

Section 22.10 Physical Examinations

The City agrees to pay the in-network co-payment, one time per fiscal year, necessary for each Sergeant to obtain a physical examination under the City's health insurance plan. In the event that the City's Health Plan does not cover the cost of a prostate-specific antigen (PSA) screening, the City will reimburse the Employee for that test, if the Employee elects to have the test. The Employee's physician, upon the City's request shall disclose to the City, medical findings relevant to the Employee's fitness to perform the Employee's job. The Employee agrees to execute any authorization (including HIPPA consents) necessary to allow the information to be shared with the City. The information shall be maintained in a file separate from the Employee's personnel file. Further, the City may require each Employee to submit to a physical examination by an Illinois licensed physician of the City's choosing, and at the City's expense, in order to determine employee's continued fitness or ability to perform the Employee's job, in accordance with relevant Federal and State law (including but not limited to the American with Disabilities Act) and Departmental Policy. The results, reports, or records of any such physical examination shall remain confidential. The City's physician may disclose the following findings to the City: a) whether the Employee is physically fit or able to perform the Employee's job; and b) if the Employee is not fit or able to perform the Employee's job, the reasons and medical findings supporting such a determination. The Employee agrees to execute any authorization (including HIPPA consents) necessary to allow the information to be shared with the City. The information shall be maintained in a file separate from the Employee's personnel file.

If the Employee objects to any portion of the City's physician's findings, the Employee, may at his/her expense, provide the City with an opinion or report from an Illinois licensed physician of the Employee's choosing, provided the report is based upon a current examination by that physician. If the two physicians' opinions differ, then either the City or the Employee may engage a third examination by an Illinois licensed physician, who shall be chosen by the City's physician and the Employee's physician, the cost of which shall be equally split between the City and the Employee. It is understood and agreed to by the City, the bargaining unit and the Employee that all examinations performed, either at the request of the City or the Employee, whether physical or mental, shall be conducted by an Illinois licensed physician in accordance with the Americans With Disabilities Act, the Illinois Mental Health and Developmental Disabilities Confidentiality Act and the Federal Act of July 1, 1975 Confidentiality of Alcohol and Drug Confidentiality of Alcohol and Drug Abuse Patient Records.

Section 22.11 Body Worn Cameras

The City and Union agree to abide by the provision of Illinois law regarding the use of body-worn cameras and body-worn camera footage.

Section 22.12 Flex Pay

Sergeant's process work-related texts, emails and phone calls of a short duration while off shift that do not constitute callback time or overtime. The City shall pay an annual stipend of \$1,000.00 to each sergeant as Flex Pay during the first pay period of the fiscal year immediately following the provision of Flex Pay services (aka, in arrears). If a sergeant ceases to be a sergeant during a fiscal year he shall receive a prorated portion of the Flex Pay (based upon 1/365th). A newly appointed sergeant shall receive a prorated portion of the Flex Pay (based upon 1/365th) in the first pay period the next fiscal year following appointment. Notwithstanding the foregoing, only sergeants in the rank of sergeant as of the date this Agreement is executed shall receive the Flex Pay stipend for fiscal year 2023 (as if payable in the first pay period following May 1, 2022).

ARTICLE 23 TERM AND TERMINATION

Section 23.1 Term of Agreement

Except as expressly provided otherwise in this Agreement, the terms and conditions of this Agreement shall become effective on May 1, 2022, and shall remain in effect until April 30, 2026 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 March 1, 2022, or any succeeding March 1. The City shall serve such notice on any officer of the Council. The Council shall serve such notice upon the City Clerk of the City.

Section 23.2 Mental Health Preventative Care

The City may require each employee to attend mandatory mental health counseling. In establishing this program, the City will establish a relationship with certified mental health professionals to conduct the mental health counseling sessions that employees may use. However, employees are free to utilize a certified mental health professional of their own choosing. The City will provide the mental health counseling sessions free of charge to employees along the following terms. If an employee utilizes the City chosen mental health professional, the City will pay for the counseling session. If an employee utilizes their own chosen certified mental health professional, the employee will utilize the City's health insurance plan and the City will reimburse the employee for the cost of the required co-payment. The City will provide each employee who attends the required mental health counseling session off shift with two (2) hours of compensatory time off to be utilized in accordance with this Agreement. This program is intended as a mental health check-up to assist employees in maintaining a balanced life approach in their law enforcement career. If an employee elects an ongoing relationship with a mental health professional, that continued care will be handled through the City's health insurance plan if available under this Agreement. All counseling records shall be strictly confidential between the employee and the mental health provider. The employee shall simply provide evidence to the City from the mental health professional that the required counseling session occurred.

APPENDIX A LONGEVITY

Sergeants shall receive the following salaries plus longevity: 12% over the highest base step on the police officer pay scale plus the police officer veteran stipend and the police officer master officer stipend. In other words, 1.12 X (Patrol Step 7 + \$1000). Increases in longevity shall be effective the first month following the Employee's anniversary date.

Longevity based on total years of service as a sworn peace officer with the City as follows:

BEGINNING YEAR	LONGEVITY RATE
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

APPENDIX B DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, _____, hereby authorize my Employer, the City of Belvidere to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council

Attn: Accounting

974 Clock Tower Drive

Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

Union Clean Belvidere Sergeants
Master 09-21-22

RESOLUTION # 2022-22
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AND THE CLERK TO ATTEST A COLLECTIVE BARGAINING
AGREEMENT WITH THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL 1569, AFL-CIO-CLC
2022 - 2026

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

1. The Collective Bargaining Agreement between the City of Belvidere and the International Association of Firefighters Local 1569 AFL-CIO-CLC, attached hereto and incorporated herein by this reference is approved.
2. The Mayor is authorized to execute and the Clerk to attest the attached Collective Bargaining Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this day of
October, 2022.

Approved: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Ayes:
Nays: .
Absent: .

Date Approved:

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL #1569
AFL-CIO-CLC**

AND

CITY OF BELVIDERE, ILLINOIS

**MAY 1, 2022
THROUGH
APRIL 30, 2026**

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PREAMBLE

This Agreement is entered into by and between CITY OF BELVIDERE ILLINOIS, hereinafter referred to as the "City", and LOCAL #1569 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; 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 Firefighters 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 Firefighters 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 contract.

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 Union or any Firefighter 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 Union 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 Union 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 Firefighters within the following collective bargaining unit within the Belvidere Fire Department, as certified by the Illinois State Labor Relations Board:

Included: All full-time employees of the City of Belvidere Fire Department in the rank of Fire Fighter (hereafter "Firefighter").

Excluded: The Fire Chief, Captains and Lieutenants; all supervisory, managerial or confidential Firefighters as defined by the IPLRA; all other Firefighters of the City; and all other persons excluded from coverage by the IPLRA.

2.2 Union Membership

Non-Union Firefighters shall not, as a condition of employment, be required to become members of the Union.

2.3 Payroll Deduction

Upon receipt of a signed authorization from a Firefighter, the City agrees to deduct monthly Union dues, in the amount certified by the Union, in equal amounts from two paychecks in any given month of such Firefighter, provided that the Union must give 30 days' notice of any change in the amount to the City's payroll clerk. Union dues will be used primarily for, but not limited to, the cost of the collective bargaining process, contract administration and the pursuance of matters affecting salaries, wages, hours of work and other conditions of employment. Union dues or fair share payments collected by payroll deductions shall be directly deposited into an account in a local financial institution as directed by the Union. The City shall forward a list to the Union which identifies individual Firefighters and the amount deducted from their paychecks at the end of each month.

2.4 Indemnification

The Union shall indemnify and hold harmless the City against any and all claims, suits or judgments brought or issued against the City, and against any and all expenses including but not limited to attorney's fees incurred by the City, as a result of any action taken pursuant to the payroll deduction provisions contained in this Article, including any costs or expenses incurred by the City arising from challenges to fair share payments. In the event of any legal action against the City brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

- (a) The City gives immediate notice of the action in writing to the Union, and permits the Union intervention as a party if it so desires; and
- (b) The City gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and all appellate levels.

2.5 Bulletin Boards

The City shall provide fifteen (15) square feet of space on bulletin boards, for the use of Union information only, in the Fire Houses at convenient locations accessible to Firefighters. Materials related to the election of political office holders within Boone County shall not be posted on Union bulletin boards.

2.6 Supplying Agreement

Three (3) copies of this Agreement shall be supplied by the City to the Union and one (1) to each fire station. Also, one (1) copy shall be supplied to the Board of Fire and Police Commissioners.

2.7 Union Packet

In the best interests of both parties, the City agrees to provide City meeting packets to the Union. Packets shall contain agendas, past minutes and any other information pertaining to labor management relations which normally would be available to the public. The Union President or his designee shall pick up the packet from the City Clerk.

2.8 Officers' Meetings

One (1) Union Officer shall be allowed, upon invitation, to attend Fire Officers' meetings to promote harmonious relations between the Union and Management. Such attendance shall not create any liability to the City.

2.9 Labor Management Meetings and Committee

- (a) The Union and the employer mutually agree that in the interest of efficient management and harmonious Firefighter relations, meetings shall be held between Union and Employer 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 Union and the Employer, and there shall

be no loss of wages for attendance by Union 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 Union 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 effects 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.

2.10 Union Business

Elected or appointed Union 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. Union representatives shall also be allowed to attend grievance hearings, if such Firefighters are entitled or required to attend such meetings by virtue of being Union representatives or participants in such grievance hearings.

2.11 Union Meetings

The Union 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 Union 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.

2.12 Jurisdiction and No Infringement

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

ARTICLE 3 - HOURS OF WORK

3.1 Platoon Duty

- (a) **Workday Shift:** All Firefighters covered by this Agreement shall work an average of 52.92 hours per week, 24 consecutive hours on duty followed by 48 consecutive hours off duty. A day's starting time is 7:00 a.m. and ends the following day at 7:00 a.m., provided the Firefighter is properly relieved. All Firefighters shall be assigned to one of three shifts (A, B or C).
- (b) **Work Period and Schedule:** Firefighters shall be scheduled to work a 21-day work period as follows: on duty 24 consecutive hours and then shall be off duty for 48 consecutive hours; this three-day rotation shall be repeated seven times within the work period.

However, commencing May 1, 2015, this subsection shall read: Firefighters shall be scheduled to work a 27-day work period as follows: on duty 24 consecutive hours and then shall be off duty for 48 consecutive hours.

- (c) Commencing May 1, 2015, firefighters 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, a firefighter assigned to a 24-hour shift shall not be regularly scheduled to work more than 204 hours in the normal 27-day work cycle.

3.2 Shift Change

When a Firefighter 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 Firefighter requests for a transfer in making shift changes. Firefighters 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 Firefighter's 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 Firefighters 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 Firefighter shall be required to work 24-hour work shifts. All 40-hour Firefighters' 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) Firefighters 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 employee is required or permitted to attend a one-day (8 hour), two-day (16 hour) or three-day (24 hour) seminar, the employee, 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 employee's total hours within the Firefighter's FLSA work period. This flexible training schedule provides the Chief with the ability to allow an employee 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

Firefighters 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 Firefighter's option.
- (c) It is the Firefighter's desire or need to attend to personal matters.
- (d) The substitution must occur between Firefighters in the same rank, 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 of both affected shifts as soon as possible, preferably twenty-four (24) hours prior to the trade.
- (f) Trades of 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) Firefighters 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) Fire Department Firefighters shall be compensated at the overtime rate for actual hours worked in excess of 159 per 21-day work period in accordance with the FLSA; provided, however, that "actual hours worked" shall not include any hours for which a Firefighter has already been paid at the rate of time and one half or greater. If the 21-day cycle is interrupted by having time off from the regular shift day during the 21-day cycle, to include, voluntary shift changes, then the 9 hours of overtime pay will not be allowed. The vacation calendar, maintained by the Shift Captain, will indicate the 21-day cycle.

Commencing May 1, 2015, this subsection (b) shall read as follows: Fire Department Firefighters shall be compensated at the overtime 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 a Firefighter has already been paid at the *overtime* rate of time and one half or greater.

4.2 Computation of Overtime Rate

The hourly overtime rate for Firefighters shall be computed by dividing the Firefighter's regular two-week salary by 106 hours (i.e., the employee's annual salary set forth in Appendix B divided by 2,756).

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. The parties agree and understand that Firefighters shall not have the right to authorize overtime.

4.4 Callback Time

Firefighters who are called back to duty once relieved shall receive at least two hours overtime despite the actual time worked. If the two-hour callback time and the Firefighter's next regular shift overlap, the Firefighter will receive the overtime rate for two hours and the regular rate for the balance of the shift. No Firefighter 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 Firefighters has been made, but not more than a month prior to the overtime

assignment. If a Fire Fighter 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

Firefighters 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 a Firefighter has merely "traded" shifts with another Firefighter. 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 Firefighter is not otherwise scheduled to work, at one- and one-half times the Firefighter'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. Firefighters 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 Firefighters 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 Firefighter 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 shall have the authority to order Firefighters 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 a Firefighter has earned overtime pay, the Firefighter may not be required to take compensatory time off in lieu of receiving such overtime pay. A Firefighter 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 general 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 Firefighters overtime and/or compensation reports shall be open for inspection at Fire Station #2.

4.12 Rank for Rank

Overtime, other than supervisory, shall not be assigned to a rank above that of a Fire Fighter until all attempts have been exhausted to distribute the overtime assignment at the Fire Fighter rank.

ARTICLE 5 - VACATION

5.1 Eligibility and Amount of Vacation

Full-time Firefighters shall be entitled to paid vacation in accordance with the schedules set forth hereafter. Vacation will be earned on the Firefighter's anniversary date following the completion of one year of service and on each anniversary date thereafter. However, Firefighters 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 Firefighters to schedule and use vacation prior to the time it is fully earned.

Years of Continuous Service	Vacation Amount
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 Firefighter's date of hire.

5.2 Defined Vacation

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

5.3 Vacation Pay

Vacation pay shall be paid at the Firefighter's regular straight-time rate of pay in effect for his regular job on the day immediately preceding the vacation period. Vacation pay for Firefighters 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 City'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 a Firefighter 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 Firefighter to either take any unused vacation in the following vacation year, or to be paid for unused vacation. The Firefighter'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 Firefighter 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 Firefighter's vacation time accrued, in accordance with the provisions set forth above in Article 5.3.

5.5 Payment Upon Separation From Employment

Any Firefighter 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 Firefighter has no outstanding debts due to the City. Used but unearned vacation shall be deducted from any Termination Pay due the Firefighter. 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 Firefighter's anniversary date. In the event that a Firefighter changes from the Fire Department to another department of the City, all vacation rights will be considered those of a new Firefighter. Calculation of pay shall be in accordance with Article 5.3.

5.6 Shift Changes

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

5.7 Vacation Increases

When during the vacation year a Firefighter has an increase in vacation days because of his/her years of continuous service eligibility, said Firefighter 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 Vacation Procedure and 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 Article 6.1). 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 exceeded by any member.

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 Firefighter has/have chosen his/her time off, the City shall grant the Firefighter his/her original vacation leave.
- (c) After the selection period, any Firefighter may select a date(s) which has already been selected with the understanding that only one Firefighter may be off duty on vacation or holiday as a matter of right. The second selecting Firefighter 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 Firefighter. After the expiration of the selection period, any employee may select a vacation date(s) but - without the benefits of seniority or guarantee of time off.
- (e) No Firefighter shall schedule more vacation dates than he has vacation time.
- (f) No Firefighter shall be required to schedule a vacation date during the selection period.

5.9 Canceled Selected Dates

Any Firefighter may cancel his selected date(s). Said Firefighter must notify the duty Shift Officer at least twenty-four (24) hours prior to the start of his vacation date(s). All related shift Firefighters shall be notified (if possible) of the cancellation immediately by the Shift Officer, in order of seniority. Canceled vacation and/or vacation selected date(s) by the Fire Chief or Shift 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).

5.10 Duties

Any Firefighter 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 Firefighter shall remain subject to callbacks for emergency situations. Any training, scheduled and posted prior to the vacation selected, required under this agreement shall subject Firefighters to attendance for such training.

5.11 Half-Days

Firefighters may be entitled to use two (2) of their earned vacation days in increments of half, for a total of four (4) half-days. The following are the requirements for the scheduling and using half-day vacations:

1. Half-day vacations shall be either 7:00 A.M. to 7:00 P.M., or 7:00 P.M. to 7:00 A.M.
2. Half-day vacations shall not in any way disrupt or interfere with scheduling of, or using of, any full-day vacations. A scheduled half-day can be cancelled by a full-day up to one week prior to the scheduled half-day. The employee with the scheduled half-day will have the opportunity to convert his half-day to a full-day first, so as not to lose the day off.
3. The scheduling of half-days during the primary selection period is not allowed.
4. No trading of granted half-days shall be allowed.
5. Officers shall consider special Shift operations and can deny any request with reasonable reasons, but shall endeavor to be consistent with all firefighters.

ARTICLE 6 - HOLIDAYS

6.1 Recognized Holidays

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

- | | |
|----------------------------------|-------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King's birthday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Christmas Day |
| 4. Independence Day | 9. The Firefighter's birthday |
| 5. Veterans Day | <i>effective 5/1/2023</i> |

6.2 Compensation for Holidays

Firefighters 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

- (a) Holidays, as defined in Article 6. 1, are earned by all Firefighters as their time of employment passes a recognized holiday, however, non-probationary Firefighters shall be issued their forthcoming holidays on May 1 of each year and scheduled in accordance with Article 5 - Vacations.
- (b) At the end of a Firefighter's probation period, the Firefighter shall have forthcoming holidays between his termination of probation date and the next May 1 made available to schedule and use as appropriate.

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 Firefighters 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. Firefighters who are unable to work due to an illness or injury must contact the Shift Officer at least thirty (30) minutes prior to their scheduled shift. Firefighters 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 Firefighter may be required to submit a certificate signed by his physician stating the nature and extent of the

Firefighter's illness or injury and inability to return to work.

- (d) Status Reports. If the Firefighter's inability to work continues, the Firefighter 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 Firefighter'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 Firefighter or the frequency of such report would be unjustified in the physician's view.
- (e) Confidentiality. All communications shall protect the Firefighter'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 Firefighter may, with his physician's approval, be assigned to perform alternate Fire Department duties on a temporary basis so as to allow the Firefighter time to recuperate, after which the Firefighter shall be returned to full-duty status. The Firefighter's physician shall state, in writing, that the Firefighter will be able to work at 100% in a reasonable amount of time, and shall determine the Firefighter'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 Firefighter's physician under Section 7.1(j). Time spent by any Firefighter assigned to a less strenuous position, due to health or disability, shall not be counted as sick days and the Firefighter 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 Firefighter shall wear the regularly-required uniform. If placed on a forty (40) hour week, the Firefighter's vacation time 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 Firefighter's physician that the Firefighter 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 Firefighter will be expected to apply for a disability pension, provided that sick leave for such Firefighter shall continue for up to 60 days (unless otherwise provided by law), commencing with the date of the Firefighter's application for disability pension, to allow sufficient time for processing of the application. Fitness for duty assessments and second opinions regarding a Firefighter's ability or inability to return to active duty shall be conducted pursuant to Section 7.1(j).
- (h) Sick Pay Benefits. If the Firefighter 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 Firefighter at his regular pay rate for the time missed as if the Firefighter had worked as regularly scheduled; provided, however, that no compensation shall be paid for time absent from work if:

- (1) The Firefighter was absent from work for a reason other than inability to work due to illness or injury;
- (2) The Firefighter 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 a Firefighter from receiving sick pay benefits;

Subject to the above exceptions, the City will retain the Firefighter 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 Firefighter'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 Firefighters 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 Firefighter'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 Firefighter and ascertain the propriety of any absence or absences of any Firefighter from work claimed to be due to illness or injury and/or to assess a Firefighter'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 a Firefighter in order to investigate the health of any Firefighter whose work performance the Fire Chief suspects with just cause as being adversely affected by some illness or injury. The Firefighter shall submit to such examinations. Time away from work in connection with the examination shall not be counted against the Firefighter 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 Firefighter 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 Firefighter's physician and the City's physician, the Firefighter may be required to submit to an examination by a third physician, chosen by the Firefighter'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 Firefighter 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 Firefighter on sick leave will neither (a) perform work at any other employment on days on which the Firefighter would have been scheduled to work, but for the Firefighter'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 Firefighters 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, sister, mother- or father-in-law, brother- or sister-in-law grandparents and grandchildren.

- (a) Funeral leave shall not be deducted from sick leave.
- (b) If a Firefighter 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 a Firefighter 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 Firefighter, 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

The City will comply with the Illinois Service Member Employment and Reemployment Rights Act (ISSERA). Employees may apply accrued but unused vacation or comp time for any military duty that is not employer paid under the ISSERA.

7.4 Jury Duty Leave

A Firefighter 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 Firefighter endorses and pays over to the City any jury duty fee or witness fee paid him for such service. The Firefighter 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 of four (4) hours with pay in case of accident or sudden illness in his family. The Chief (or Shift Officer) may find another Firefighter to fill the vacancy left by the absence, or the officer in charge may obtain a trade for the absent Firefighter, consistent with other terms of this Agreement, and the Firefighter must pay the trade time back on a mutually agreed upon date between the firefighters affected and as approved by the Chief. The purpose of this section is for emergent unanticipated emergencies on a rare basis. This provision shall not be confused with the Family Medical Leave Act or other permissible leaves under this Agreement. Any leave necessary to deal with an ongoing illness or situation should be addressed through other leave available

7.6 Job-Related Medical Leave of Absence

Any Firefighter 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 Firefighter 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:** Firefighters 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:** Firefighters will be required to pay normal Firefighter 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 Firefighters 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). The City shall discuss benefit changes with the Union before implementation.

(1) Firefighters electing PPO 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 premium contributions shall not exceed 13% over the amount paid the previous year. Employee contributions toward the premium shall be on a pre-tax basis to the extent permitted by relevant law. Effective January 1, 2021, Firefighters electing PPO insurance coverage shall pay 14% of the City's premium rate per month towards the cost of their health and dental insurance coverage.

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 2021, increases to such employee premium contributions shall not exceed 13% over the amount paid the previous year.

(b) Firefighters may elect to participate in the City's HSA 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 premium for the employee's elected coverage into the employee's HSA account.

(c) 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.

(d) For the existing, as of January 1, 2014, dental plan offered by the City: Effective January 1, 2015, the City and Union agree that the maximum dental benefit per covered individual shall increase to \$1,500.00 per year. Effective January 1, 2015, the maximum orthodontia benefit per covered individual shall increase to \$1,000.00 as a lifetime benefit. Effective January 1, 2016, the maximum orthodontia benefit

per covered individual shall increase to \$1,250.00 as a lifetime benefit. Effective January 1, 2017, the maximum orthodontia benefit per covered individual shall increase to \$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

Firefighters who retire during the term of this Agreement ("Retired Firefighters") 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 Firefighters 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 Firefighter begins receiving pension benefits and continuing until the Retired Firefighter 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 Firefighters' options shall be defined under the City's health insurance program. The Firefighter's contributions under Article 8.1(b) shall be based upon the coverage elected by the Firefighter. 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 Firefighter, the following inoculations and immunizations, provided that the time spent by Firefighters 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)
Flu Vaccination (to be given every year)

DECLINATION STATEMENT

I have been given the opportunity to receive the following inoculations and immunizations in accordance with Article 8, Section 8.4 Inoculations and Immunizations.

Hepatitis B Shots
Hepatitis C Tests
Tetanus Shots
TB Skin Tests
Flu Vaccination

I understand that by declining these inoculations and immunizations now, that I will continue to have the opportunity to receive the same in following years.

Declined _____
Firefighter Signature Date

8.5 Ambulance Service

Any member of the bargaining unit or his "eligible dependents", as defined in the City's group health plan, and who has incurred expenses for the eligible use of an Ambulance, as defined by the City's group health plan, from any location within the City of Belvidere and terminating at any licensed hospital in shall be entitled to the following benefit:

- a. The first \$100.00 of out of pocket expenses reimbursed at 100%.

8.6 Pension

For the term of this Agreement, the City agrees to maintain its obligations to the Firemen's Pension Fund.

8.7 Killed in the Line of Duty

The City shall pay \$15,000.00 towards funeral and burial expenses of any Firefighter killed in the line of duty. Such funds shall be payable within two weeks of the date of death, to the individual designated by the Firefighter or otherwise provided by law.

8.8 Prescription Safety Glasses

During even calendar, the Employer shall contribute up to a maximum of \$150.00 for a vision exam, or for one pair of prescription safety glasses (ANSI Z87-rated or better) for those Firefighters who are in need of such glasses, and will replace such glasses if prescription changes are needed, or if broken on the job provided there is no negligence on the part of the Firefighter.

8.9 Physical Fitness Standards

Bargaining unit 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 members of the department. The Union and the Fire Chief will work together to establish a department standard. Any changes to the standard will be addressed per article 2.10. 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 Firefighters 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 Firefighter'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 may disclose the following findings to the Fire Chief, Firefighter and other City official (if there is a need to do so):
 - (1) whether the Firefighter is physically fit or able to perform his job; and
 - (2) if the Firefighter is not physically fit or able to perform his job, the reasons for such determination. The findings will be maintained separately from the Firefighter's personnel file.
- (c) Second Opinions: If a Firefighter objects to any portion of the City physician's findings, he may provide the Fire Chief with an opinion or report from a licensed physician of the Firefighter's choosing; provided that such opinion or report is based upon a current examination by that physician. If the report of the Firefighters physician disagrees with that of the City's physician, either the City or the Firefighter may request that a third examination be conducted by an independent physician

selected by the City's and the Firefighter's physicians. The cost of the third examination shall be paid by the party requesting the third examination.

8.11 Firefighter Assistance Program (EAP)

The City maintains a Firefighter Assistance Program that provides assistance to all City Firefighters 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 Firefighter is enrolled. Personal information shall be released to the City only upon the written consent of the covered Firefighter.

8.12 Employee Participation in Review of Insurance And Benefit Options

The City agrees that one bargaining unit employee will sit on the City's Health Insurance Review Committee. Such employee will be chosen by the bargaining unit with full right of substitution. Any employee so chosen shall not suffer any loss in pay for participating in the activity of the Committee, provided that participating employees shall be required to respond to emergencies.

ARTICLE 9 - SAFETY AND WELFARE

9.1 Station Wear

- (a) The City will establish a quartermaster system by which Firefighters (other than new Firefighters as described in paragraph (f) below) 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 firefighter 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) The above money shall be available to purchase any clothing or gear related to Firefighting and/or Emergency Medical Services at the discretion of the Fire Chief. Invoice copies will be provided for all purchases.
- (c) Accessories: The City shall provide the following required station wear at no cost to the Firefighter: badges, pins, name tags, and tie bars, or any other accessories required by the Department.
- (d) 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 Firefighters shall be allowed to wear and represent the City with a Fire Fighter uniform.
- (e) New Firefighters: New Firefighters will receive station wear as listed below:
 - 3 short sleeve shirts 3 long sleeve shirts
 - 3 pairs of pants 1 spring/fall jacket
 - 1 winter coat \$100 towards footwear
 - 1 Department ball cap 3 department T-shirts
 - 1 complete Class A Dress Uniform (double breasted dress jacket, dress pants, dress blouse, dress shoes, dress belt, dress hat and all associated badges, pins, etc.)
- (f) For all new Firefighters, the annual cash amounts provided for above shall be prorated based on the eleven (11) month schedule during the Firefighter's first year of employment. If a Firefighter terminates his employment for any reason within one year of his date of hire, he must return all items of station wear provided to him by the City, to the Fire Chief. Commencing May 1, 2015 new Firefighters shall not be eligible for \$500.00 cash payment until the first May 1st following the end of their probationary period.

9.2 Protective Clothing and Equipment

- (a) The City shall furnish and thereafter maintain at no cost to the Firefighter all respiratory apparatus, gloves, helmets, boots, personal protective alarms, and protective clothing necessary to preserve and protect the safety and health of Firefighters.
- (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 manufacturer 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 Union and its International committees, officers, agents, representatives and Firefighters, 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 Union and its International committees, officers, agents, representatives or Firefighters 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 made from available employees regularly assigned to the affected shift, and shall be done on the basis of rank on an eligibility list. If no list exists then shift seniority shall be considered, but the selection shall be at the Chief's discretion. If a firefighter trades/works overtime on a shift he/she is not currently assigned to, the firefighters assigned to the affected shift shall have priority over the firefighter so assigned with respect to acting up selection regardless of rank/seniority, unless all firefighters on the affected shift each have less than five

(5) years of service on the Belvidere Fire Department. In no event shall a part time or paid-on-call firefighter be selected as an acting officer.

- (c) A Firefighter 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.
- (d) All on-duty Fire Fighters shall be notified upon assignment of an acting officer. No Fire Fighter shall assume the responsibilities of a Fire Officer nor shall they be expected to accept the responsibilities without the explicit authority given to him by the Fire Chief or his designee.

10.2 Roll Call

All on duty Fire Fighters 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 not the duty of Fire Fighters or the Union 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

Firefighters are required by the City to contribute financially to congregate meals, in which they participate, in the fire house 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 Fire Fighters can acquire food for meals.

10.4 Mileage Allowance

Firefighters 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. No personal vehicle shall be used for Fire Department business without the prior consent of the Fire Chief or his designee.

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 Firefighter will be issued one locker per fire station, if available, for his personal use during his term of employment. Firefighters 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 Firefighter will be compensated in cash, provided there is no negligence on the part of the Firefighter, by an amount agreed upon by the Chief.

10.8 Indemnification of Fire Fighters

- (a) The City will indemnify the Firefighter in accordance with the provisions of applicable Illinois law.
- (b) Firefighters shall have legal representation by the City in any civil cause of action brought against a Firefighter resulting from or arising out of the performance of official duties.
- (c) Firefighters 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 Firefighter is acting within the scope of his employment and where the Firefighter 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 Firefighter, the City shall provide the Firefighter with legal counsel of its choosing subject to any reservation of its rights under Section (d) above. The Firefighter 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 Union 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 Union before they become effective or enforceable. Where possible, the City shall discuss proposals for new rules, regulations and orders with the Union 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 New Firefighters

The City shall attempt to follow good personnel practices by giving new Firefighters a two (2)-week notice prior to reporting to their first day of employment when such notice is necessary to preserve current employment benefits or would produce an undue hardship. The following shall be provided for all new Firefighters within their first two weeks of hire: station wear, Department Rules and Regulations, Fire and Police Commission Rules and Regulations, Health Insurance Policy, Turn-out Gear, all necessary keys and combination numbers and all necessary inoculations. Badges and assigned lockers shall be provided upon successful completion of the Fire Academy.

10.12 Occupational Exposure to Blood borne Pathogens

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

10.13 Outside Employment

Any Firefighter 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 Firefighter 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 Fire Fighters on the fire grounds, with the exception of mutual aid personnel and part time/paid-on-call firefighters employed pursuant to Appendix E. When a State Certified Pump Operator is working a shift, he shall be the driver

engineer for their respective engine companies to man each pump that is in operation, provided such personnel are available, and are not already assigned as an Acting Officer. Probationary Fire Fighters may operate on the fire grounds, however, they shall not be put in a position where their lack of training would jeopardize other Fire Fighters' safety. All Fire Fighters wearing Self Contained Breathing Apparatus shall be respiratory certified under state law. All fire ground Fire Fighters operating as a team in an attack shall have met all minimum Fire and Police Commission standards under state law and only these personnel shall be allowed to operate fire equipment.

- (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.
- (c) In the event a vacancy occurs within the bargaining unit, the Department's administration will act promptly to complete its required steps in the hiring process, in order to facilitate the quickest filling of the vacancy possible.

10.16 Inspection of Personnel Files

The City agrees to allow Firefighters 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 Firefighters with copies of the contents of their personnel files; provided that Firefighters must pay for the copies at the rate normally charged to the public. Firefighters may not remove their personnel records from their place of maintenance. Firefighters shall be provided a copy of any document placed in their file within seven calendar days. No document shall be placed in a Firefighters 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 a Firefighter's personnel file will be provided to the Firefighter.

10.17 Duties First

The Union and the City agree that after completion of all daily duties of apparatus checks, drilling, cleaning and other special duties, Firefighters 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.

10.18 Supervision

An Officer, Lead Firefighter (AKA Company Officer) or Acting Officer shall respond to and supervise all non-ems emergency calls. This provision shall not be deemed to require that an Officer or Acting Officer accompany non-emergent duty assignments, including but not limited to, community education (CPR classes, school education, outreach etc.), Department errands or non-emergent community assistance.

Effective November 1, 2022, each shift the Chief, or his designee shall assign the on-duty firefighter with the highest position on the Lieutenant's Final Promotional List, and who is not already selected as an acting officer, the role of Lead Firefighter (AKA Company Officer). If no firefighters are available from the Lieutenant's Final Promotional List the Chief or his designee shall assign a firefighter as Lead Firefighter. The firefighter assigned as the Lead Firefighter shall be compensated, on an hourly basis, 5% higher than the hourly rate of a step 7 firefighter for hours actually worked as the Lead Firefighter.

10.19 Training and Equipment Reimbursement Upon Separation

Firefighters hired after May 1, 2018, who receive training paid for by the City, including but not limited to initial training for certification of firefighters or firefighter/paramedics and/or receive job related equipment from the City, including but not limited to clothing and payment (section 9.1) and other equipment (turnout gear etc.) shall reimburse the City for the cost of the training, station wear, payments and equipment if they leave employment with the City for reasons other than disability leave pursuant to the following schedule:

- Within one year of hire: 100% of training, station wear, payments and equipment costs
- Within two years of hire: 75% of training, station wear, payments and equipment costs
- Within three years of hire: 50% of training, station wear, payments and equipment costs
- Within four years of hire: 25% of training, station wear, payments and equipment costs

The City is specifically authorized to withhold the cost of training and equipment from any sums owed the Firefighter, including but not limited to any pay check or other sum owed the Firefighter. Upon hire, new Firefighters shall sign an authorization agreeing to such withholding.

ARTICLE 11 - PROFESSIONAL STANDARDS

11.1 Education

The City shall reimburse any Firefighter 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 not to exceed \$6,000.00 per fiscal year (\$2,000.00 per each shift), upon submission of proof of the expenses incurred, for all City approved off-duty courses from an accredited junior college, university, or other approved training school within the course 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.

Upon completion of approved courses, a Firefighter shall receive:

\$600 for a passing grade of C

\$800 for a passing grade of B

\$1,000 for a passing grade of A

Pass/Fail courses shall receive \$600 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 Fire Fighters obligated EMT-B and EMT-P certification requirements. The City shall provide any training for Firefighters who must maintain any certification required by the City.
- (b) The City recognizes that some Firefighters have achieved EMS training beyond what is currently required. In order to assist those Firefighters to maintain that status, the City agrees to reimburse any Firefighter an amount of \$225.00 upon evidence of successful re-certification beyond the required EMT-B status, excluding EMT-D recertification.

11.3 Fire Fighter 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. Firefighters 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 Firefighter who has participated in a promotional examination to be disclosed to the Firefighter 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.
- (c) During the term of this Agreement, and upon the request of the Union, the parties shall negotiate promotional procedures in accordance with the *Illinois Firefighter Promotions Act*, 50 ILCS 742/1 *et seq.* The parties agree that a bargaining impasse resulting from such negotiations shall be resolved in accordance with the impasse

resolution procedures of Section 14 of the *Illinois Public Labor Relations Act*, 5 ILCS 315/14.

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

Firefighters 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 and emergency responses. In addition, all Firefighters 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. Firefighters 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). Effective May 1, 2024, the City shall pay a 1.5% increase over base wage after successful completion of FAE (Fire Apparatus Engineer Certification).

Effective May 1, 2025 the City shall pay each firefighter who has earned and maintains Advanced Firefighter/Firefighter III certification an increase of .5% over base wages.

The Firefighter agrees to utilize the above training or forfeit the pay increase. In the event a Firefighter 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 a Firefighter's length of continuous service with the Fire Department, since the Firefighter'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 Firefighter. A copy of the seniority list shall be simultaneously provided to the Union. 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 Union.

12.3 Probationary Period

New Firefighters, upon initial hire, shall receive a written "Issue of Appointment" from the Belvidere Board of Fire and Police Commission and shall serve a probationary period of twelve (12) months which can be extended an additional twelve (12) months to secure an EMT-B certification, after which he shall receive an additional "Issue of Appointment" indicating the completion of his probationary period. As long as the City provides Paramedic services as provided in Appendix D below, all new Firefighters shall obtain EMT-P certification within four (4) years of hire. This timeframe may be extended to the date of certification of completion of Paramedic training and/or the re-taking of qualifying exams to which he/she is entitled by statute or regulations, if the Firefighter has exercised due diligence to obtain such certification, but his/her fourth anniversary date passes before he/she obtains Paramedic certification. Firefighters who fail to satisfy this requirement shall be terminated as not having the qualifications for their position. Notices of Issues of Appointment shall be provided to the Union upon written request.

12.4 Notice of Layoffs

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

12.5 No Lockout

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

12.6 No Strikes

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

12.7 Exit Interviews

The City and the Union agree that in the best interest of improving the Department and retaining its Firefighters, the Fire Chief along with the Mayor, shall conduct an exit interview with all Fire Fighters 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 Firefighters and applicants for employment. No Firefighter 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 Union Activity

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

13.3 Gender

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

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 Firefighters in discipline cases:

14.1 General Provisions

- (a) No Firefighter shall be disciplined or discharged without just cause. When just cause exists, Firefighters 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 Firefighter shall have the right, upon request, to be accompanied and represented by the Union and/or legal counsel in disciplinary matters.

14.2 Use of Prior Disciplinary Records

- (a) No previous disciplinary record(s) of a Firefighter may be used as evidence against a Firefighter 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) A Firefighter's previous disciplinary record may be utilized, in accordance with Article 14.3, for purposes of determining appropriate sanctions to be taken against a Firefighter 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 Firefighters request, documents which have expired under the terms above shall be marked as such by the Fire Chief and a copy provided to the Fire Fighter.

14.4 Application of Grievance Procedures

- (a) When a Fire Department Firefighter is disciplined or discharged by the Board of Fire and Police Commissioners, the Fire Fighter 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 a Firefighter'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 Firefighter's right for Circuit Court review. However, the Firefighter 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 a Firefighter's personnel file shall be given to the Firefighter within 24 hours. If a Firefighter 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 a Firefighter 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 Probationary Firefighters

The City reserves the right to discharge a Probationary Firefighter with or without cause during his probationary period, and such discharge shall not be subject to the grievance procedures set forth in this Agreement.

14.6 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 any Firefighter's rights as granted by any federal, state or local law.

14.7 Suspension Pay Reduction Formula

The City and the Union agree that for purposes of suspensions, "three (3) calendar days" equals

twenty-four (24) hours. Accordingly, the suspension pay reduction formula is as follows:

24 hours x 365 days = 8,760 hours per year.

8,760 hours/3 shifts = 2,920 hours per salary year.

_____ /2,920 hours = hourly rate.

yearly salary

_____ x 24 hours = one shift (three (3) calendar days) suspension pay reduction.
hourly rate

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 Firefighter, with or without a Union representative (or the Union Officer alone in the case of a Union 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 Firefighter or Union Officer is unaware of the alleged violation the Firefighter or Union Officer 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 Union within ten (10) business days. The City agrees to notify the Union of any Firefighter grievance, and of any settlement reached between the City and a Firefighter. The City and the Union 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 Union with or without the Firefighter wishes 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 Union representative at a time mutually agreeable to the parties. If no settlement is reached the Mayor shall give his written answer to the Union within ten (10) business days following their meeting.

Step 3: If the grievance remains unadjusted in Step 2, and the Union with or without the Firefighter wishes 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 Union 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 Union 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 Union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin, or Indiana. Both the City and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

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 Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the

arbitrator's interpretation of the meaning or application of the terms of this Agreement to the fact of the grievance presented. Subject to the arbitrator 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 borne 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 Union 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) Firefighters 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 Union, provide additional pay for Firefighters 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, Firefighters 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 Firefighter has completed his second continuous year of service (anniversary of date of hire or rehire) the Firefighter 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 Firefighter's anniversary date, the Firefighter shall receive an additional .0025% of base pay beginning with the first month of that succeeding year.
- (3) Any eligible Firefighter who has twenty-five (25) or more years of longevity will be frozen at his present longevity percentage.

EXAMPLE

BEGINNING	YEAR RATE
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 Firefighter will depend on the individual's date of hire and years of service.

16.3 Termination Pay

Any Firefighter who shall die, retires, 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 Firefighter'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 Firefighters 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 a Firefighter, 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 Firefighter 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 Union, 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 be effective as of May 1, 2022, and shall remain in effect until April 30, 2026, 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, 2025, 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 Union. The Union 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 Union or City's Legislative Body should reject the recommended agreement, the parties shall meet again within five (5) days of the Union 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 _____, 2018.

For the Union:

For the City of Belvidere:

President

City Mayor

Vice President

Secretary – Treasurer

Appendix A - POLICY ON DRUG AND ALCOHOL SCREENING

AI-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 Firefighters 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 Firefighters 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 Firefighters and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by Firefighters and potential Firefighters 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 Firefighters 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.

A2 - 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 Firefighter 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.

A3 - PRE-EMPLOYMENT AND PROBATIONARY SCREENING

All new Firefighter 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 Firefighters will be required to submit to blood and urine specimens to be screened for the presence of drugs and/or alcohol during the final 30 days of the probationary period.

A4 - PROHIBITIONS

Firefighters 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 Firefighter'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.

A5 - ADMINISTRATIONS OF TESTS

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

B. Reasonable Suspicion. Where the City has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the Firefighter 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 a Firefighter 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 Firefighter caused other accident or injury or where there is reasonable suspicion that a Firefighter's alcohol or drug use may have contributed to the incident.

D. PERFORMANCE

When a Firefighter 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 Firefighter.

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 a Firefighter 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 FIREFIGHTER FOLLOWING ORDER FOR TESTING

When testing is ordered, the Firefighter 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 Firefighters except as specifically provided for by Section 9 of this Article, or as otherwise mutually agreed in writing by the parties.

A6 - 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. 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. Firefighters covered by a collective bargaining agreement are entitled to Union representation; a Union representative shall accompany the Firefighter 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 Firefighter 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.

In most cases, the Clinic will be notified by phone of a collection request "on the way."

- b. Routine collection of specimens for testing will be done by appointment at least 24 hours in advance.
- c. 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 property of the City of Belvidere and will not be released by the Clinic or the laboratory to a Firefighter/applicant without proper authorization from the City.

6. COLLECTION PROCEDURE

- a. The Firefighter'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 history/drug disclosure form will be completed by the client and revised by doctor or nurse.
- c. A consent form will be signed by the client and witnessed.
- d. The specimen will be obtained as follows:
 - At the Clinic site, the collection will be unwitnessed: the Firefighter 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 Firefighter 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.
 - 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 Firefighter to the bathroom and will be physically present when the specimen is produced.

Blood alcohol specimens will be obtained by nurse.
- e. Blood alcohol specimens will be labeled with name, test date, time and will be initialed by the nurse or doctor and the Firefighter.
- f. Urine specimens will be sealed in full view of the Firefighter and the confidence seal placed over the top of the bottle.
- g. 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.
- h. 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.

- i. "Reasonable Suspicion" testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown, of a Firefighter, as well as to provide a third-party observation and assessment of the individual.
- j. Where the Firefighter appears unable to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test form. The Firefighter 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 Firefighter to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.
- k. Where the Firefighter 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	15 mg/ml
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(Delta-9-TCH Carboxylic) 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 at 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 a Firefighter has been tested pursuant to the rules established herein and there are confirmed positive results, the Firefighter 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 10 days of the date on which the Firefighter was notified of the confirmed positive results. The independent test shall be at the Firefighter'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 Firefighter Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the Union 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 Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

A7 - VOLUNTARY REQUEST FOR ASSISTANCE

Firefighters 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 Firefighter before the Firefighter commits rule violations connected with drug/alcohol abuse, and/or before the Firefighter is subjected to for cause testing under this policy, there shall be no adverse employment action taken against a Firefighter who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the Firefighter may use the City's Firefighter 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 Firefighter Assistance Program.

A8 - SPECIFIC RESPONSIBILITIES

- A. The Fire Chief or his or her designee will:
1. Identify those Firefighters 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 a Firefighter's admission that he or she is presently taking prescribed drugs.
 - a. If the preliminary investigation 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 Firefighter.
- B. Command level personnel or the Fire Chief shall ensure that Firefighters have been properly notified of the date and time of a drug/alcohol screen and that the notification has been properly documented.
- C. The Firefighter 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 Firefighter 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 duty day disciplinary suspension. The Firefighter must agree to the following conditions: (1) the Firefighter will be mandatory referred to the City's Firefighter Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the Firefighter will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 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 a Firefighter has a first confirmed positive test under the previous paragraph A and enters a treatment program, and thereafter that Firefighter has a subsequent confirmed positive result while the Firefighter is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the Firefighter shall receive a 30 shift day suspension and shall be required to continue treatment set forth in the preceding paragraph, which 30 shift day suspension shall be final and binding on the Union and the Firefighter and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the Firefighter's discharge, which shall be final and binding on the Union and the Firefighter and the penalty shall not be subject to the grievance procedure of the parties' collective bargaining agreement.
- C. **SECOND POSITIVE - REASONABLE SUSPICION.** A Firefighter 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 Union and the Firefighter 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 a Firefighter 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 Firefighter'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 Firefighter shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

Appendix B - Wages

Step	Years of Service	3.00% 5/01/2022 to 4/30/2023	3.50% 5/01/2023 to 4/30/2024	3.00% 5/01/2024 to 4/30/2025	3.00% 5/01/2025 to 4/30/2026
1	1	\$54,459	\$56,365	\$58,056	\$59,798
2	2	\$57,345	\$59,352	\$61,133	\$62,967
3	3	\$60,013	\$62,113	\$63,977	\$65,896
4	4 & 5	\$64,997	\$67,272	\$69,290	\$71,369
5	6 & 7	\$69,079	\$71,497	\$73,642	\$75,851
6	8 & 9	\$73,579	\$76,154	\$78,439	\$80,792
7	10 & Over	\$77,455	\$80,166	\$82,571	\$85,048

These Salaries are based upon the parties agreement that the firefighters wages will be increased across the board as follows:

5/1/2022	3.00%
5/1/2023	3.50%
5/1/2024	3.00%
5/1/2025	3.00%

During this Agreement the step Schedule for salary advancement shall be as follows:

Step	Years
1	1
2	2
3	3
4	4&5
5	6&7
6	8&9
7	10+

Appendix C - Information Sheet

INFORMATION SHEET

This sheet is intended to provide a source of references for the City and the Union that lists various sections of the State of Illinois statutes that pertain to employer/Firefighter relations. The City and the Union 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. § 12101 *et seq.*

The Fire Department Promotions Act, 50 ILCS 742/1 *et seq.*

Appendix D - Paramedic Engine

The parties have met for the purpose of determining the feasibility of implementing and staffing Fire Department-based Advanced Life-support Services (ALS). It appears that based upon these meetings and the mutual undertakings of the parties, there is a consensus that the establishment of a Department-based program is both feasible and potentially mutually beneficial.

The City will agree to create and implement the function of paramedic service, provided the following terms and conditions shall apply:

1. Not less than one (1) Department vehicle shall be equipped to provide ALS services, following execution of this Agreement. Half the cost of the equipment necessary may be subsidized by the Foreign Fire Insurance Board's funds, subject to the approval of the Fund Board.
2. The ALS paramedic service may be maintained so long as there are at least five (5) members of the bargaining unit certified as EMT-P's.
3. The Department retains the right to adjust schedules (work, vacation, etc.) of certified EMT-P's to provide paramedic services on each shift to the extent necessary to provide regular staffing without incurring overtime costs.
4. Until the number of EMT-P's reaches nine (9), and for all firefighters who are required as a condition of their employment to acquire EMT-P certification, the City shall continue to afford firefighters desiring to obtain certification as EMT-P's release time from duty without loss of pay to attend classes and training. The Union agrees to facilitate the training of such bargaining unit members scheduled to attend EMT-P classes by trades and rescheduling selected vacation days so as to reduce the number of days on which their attendance at class would create short shifts requiring overtime from thirty (30) shifts to no more than fourteen (14) shifts.

Any other firefighter who desires to voluntarily obtain EMT-P certification shall be required to do so on non-duty time, or may be released from duty (without pay) provided that there is no resulting overtime costs to maintain required staffing levels. If a firefighter is permitted to be released from duty to attend certification classes, h/she may utilize earned but unused vacation or personal time to avoid loss of pay.

5. Firefighters who are appointed after the execution of this agreement, at the discretion of the City, may be, as a condition of employment, required to be certified as a Paramedic in the Emergency Medical Service System under which the Belvidere Fire Department operates as an Advanced Life Support service.
6. The parties recognize that a minimum of six (6) paramedics are needed to staff the first ALS-equipped paramedic vehicle to be put in service under the terms of this agreement. Accordingly, the Union agrees that it shall provide a minimum of five (5) certified EMT-P's to staff such paramedic vehicle. Specifically, the six (6) firefighters who have already voluntarily committed to undergo

training to secure, or have secured, EMT-P certification agree to maintain their certifications as a condition of employment so long as necessary to ensure maintenance of at least six (6) six EMT-P's on the Department in order to staff an ALS paramedic service without incurring overtime costs for normal manning; provided that a Firefighter's loss of eligibility for EMT-P certification through no fault of the Firefighter shall not be a violation of this provision. When additional Firefighters are hired or volunteer to obtain EMT-P certification, the original six (6) volunteers shall return to volunteer status. Any additional volunteers (beyond the original six) shall be afforded the same rights. Priority among volunteer EMT-P's shall be based on seniority from the date of their certification or their date of hire, whichever is later.

7. Effective May 1, 2022, Firefighters providing paramedic/engine services shall be paid a stipend added to their salary in the amount of \$3,500.00 per year.

8. Duties of paramedic staff shall include, but not be limited to, adjunct duties such as accountability for stocking and replacing supplies, equipment, drugs and other inventory, assisting with Departmental EMT-B continuing education, CPR instruction, and the like.

9. The City shall have the right to suspend the program at its sole discretion.

10. The City's agreement to this program shall in no way diminish its absolute discretion to determine the manner in which the City provides ambulance transport service, as established by the Illinois Supreme Court in *City of Belvidere v. ISLRB and IAFF* in 1998.

Appendix E - Fire/Ground Accountability

1. The parties agree, and the Union expressly acknowledges, that the City possesses the right and the sole discretion to determine the number of full-time Firefighter positions to be assigned to the Department. Firefighters serving in a part-time, paid-on-call roll shall only be used as defined in Appendix E paragraphs #3, #4 and #5 as specified below.
2. During the term of this Agreement, the City shall maintain minimum shift strength of seven (7) firefighters (including officers) on duty each shift.
3. Beginning May 1, 2011, the Union and the City agree that the City may utilize non-bargaining unit personnel (part-time, paid-on-call etc.) to provide absenteeism relief full time Firefighters. Non-bargaining unit personnel serving in a substitute role under this section shall be required to be state certified Firefighter II, Haz-mat awareness and EMT-B and shall pass a background check and psychological assessment prior to beginning employment with the Fire Department. If the individual is already an employee in good standing with another career Fire Department and has passed a comparable psychological assessment within the last five (5) years, he/she will be considered to have met the psychological assessment requirements. Non-bargaining unit personnel may be used in this absenteeism relief role so long as at least six (6) full time Belvidere Firefighters (4 firefighters and 2 officers or 5 firefighters and 1 officer) are on duty during the shift.
4. Beginning May 1, 2013, the Union and the City agree that the City may utilize non-bargaining unit personnel (part-time, paid-on-call etc.) to provide absenteeism relief of full time Firefighters. Non-bargaining unit personnel serving in a substitute role under this section shall be required to be state certified Firefighter II, Haz-mat awareness and EMT-B and shall pass a background check and psychological assessment prior to beginning employment with the Fire Department. If the individual is already an employee in good standing with another career Fire Department and has passed a comparable psychological assessment within the last five (5) years, he/she will be considered to have met the psychological assessment requirements. Non-bargaining unit personnel may be used in these absenteeism relief roles so long as at least seven (7) full time Belvidere Firefighters (5 firefighters and 2 officers or 6 firefighters and 1 officer) are on duty during the shift.
5. So long as the City employees at least 21 full time Firefighters (members of the bargaining unit), the City and Union agree that the City may use non-bargaining unit personnel (part time, paid on call etc.) to augment the strength of the Department, and its shifts, as the City deems desirable. Augmentation shall mean increasing a shift's regularly assigned (as opposed to actually on duty) full time personnel, including Officers. Non-bargaining unit personnel used for shift augmentation shall meet all of the certification requirements set forth in paragraphs #3 and #4 above.

6. Nothing contained in this Appendix E shall be construed to limit in any way the City's authority to order a reduction-in-force when deemed necessary.



SAINT ANTHONY MEDICAL CENTER

September 28, 2022

VIA EMAIL

City of Belvidere
401 Whitney Blvd.
Belvidere, Illinois 61008
Attn: Mike Drella, City Attorney

Re: Notice of Termination of Agreement

Dear Attorney Drella,

This letter follows the letter previously provided by OSF Lifeline Ambulance, LLC ("OSF Lifeline") to the City of Belvidere dated September 1, 2022, which earlier letter provided the City with notice of OSF Lifeline's termination of the Agreement by and between OSF Lifeline and the City of Belvidere, dated May 1, 2014, as amended by a First Amendment to Agreement dated May 1, 2018 (collectively, the "Agreement") effective as of 12:00:01 on March 31, 2022.

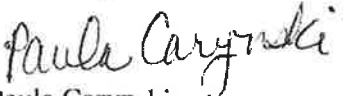
As also indicated in the prior letter, OSF Lifeline is selling its assets to Elite Medical Transportation, LLC ("Elite") and desires to assign OSF Lifeline's rights, duties and obligations under the Agreement to Elite, for the period of time outlined herein. OSF Lifeline and Elite seek the City's approval for this assignment.

At the City's request, and relying upon the City's approval of the assignment of the Agreement to Elite Medical Transportation, LLC ("Elite"), which approval shall be in hand no later than October 3, 2022, OSF Lifeline and Elite have agreed to extend the effective time of termination of the Agreement to 12:00:01 a.m. on May 1, 2023.

Specifically, OSF Lifeline hereby requests that the City approve the assignment of the Agreement to Elite effective as of 12:00:01 a.m. on October 4, 2022 through 12:00:01 a.m. on May 1, 2023, at which time the Agreement shall terminate. Enclosed with this letter is an updated Assignment, Assumption and Consent to Assignment that reflects these terms.

In the event the City's approval of such assignment is not obtained by October 3, 2022, OSF Lifeline reserves the right to rescind the extension of the termination date otherwise contemplated herein.

Sincerely,


Paula Carynski
President, OSF Saint Anthony Medical Center

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RESOLUTION # 2022-23
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONSENT OF ASSIGNMENT OF AGREEMENT BETWEEN
THE CITY OF BELVIDERE, OSF LIFELINE AMBULANCE LLC
AND ELITE MEDICAL TRANSPORTATION LLC

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

1. The Mayor is authorized to execute the attached Assignment, Assumption and Consent to Assignment.

Adopted by the City Council of the City of Belvidere, Illinois, this day of October, 2022.

Approved: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Ayes:
Nays: .
Absent: .

Date Approved:

ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT

This Assignment, Assumption and Consent to Assignment (the “**Assignment and Assumption**”), is entered into by and among **Elite Medical Transportation, LLC** (“**Elite**”), **OSF Lifeline Ambulance, LLC** (“**OSF Lifeline**”) and the **City of Belvidere** (the “**City**”).

RECITALS:

WHEREAS, Elite and OSF Lifeline, along with other affiliated entities, have entered into an Asset Purchase Agreement, pursuant to which Elite or one of its affiliates will purchase substantially all of the assets of OSF Lifeline and will become licensed and approved to provide, and will provide, ground ambulance transportation services as part of the OSF Northern Region EMS (the “**Transaction**”), to be effective as of 12:00 a.m. on October 4, 2022 (the “**Effective Date**”); and

WHEREAS, OSF Lifeline notified the City, in accordance with the terms of the Agreement entered into between OSF Lifeline and the City dated May 1, 2014, as amended by a First Amendment dated May 1, 2018, true and correct copies of which are attached hereto as Attachment 1 (collectively, the “**Agreement**”), of its termination of the Agreement effective as of March 14, 2023;

WHEREAS, at the City’s request, and upon mutual agreement of OSF Lifeline and Elite, the City, OSF Lifeline and Elite have subsequently agreed to extend the termination date of the Agreement to 11:59 p.m. on April 30, 2023 (the “**Agreement Termination Date**”); and

WHEREAS, pursuant to the Transaction, Elite desires to assume and OSF Lifeline desires to assign to Elite all its right, title and interest in and to the Agreement effective as of the Effective Date and continuing until the Agreement Termination Date; and

WHEREAS, Elite and OSF Lifeline desire that the City approve the desired assignment, as required under the Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Assignment and Assumption. OSF Lifeline hereby assigns to Elite, and Elite accepts assignment, to all of OSF Lifeline’s right, title, and interest in and to the Agreement as of the Effective Date, and Elite agrees to assume the performance of and be bound by all duties, responsibilities and obligations of OSF Lifeline under the Agreement arising on or after the Effective Date, and agrees to perform all such duties, responsibilities and obligations in accordance with the terms of the Agreement, effective as of the Effective Date and continuing until the Agreement Termination Date. Provided, however, that notwithstanding anything to the contrary contained herein, Elite shall not assume or be deemed to have agreed to pay or discharge any debts, claims, damages, obligations, liabilities or responsibilities of any kind or nature whatsoever of OSF Lifeline arising from or related to the Agreement, whether known or unknown, contingent or absolute, direct or

indirect, or otherwise, attributable to (a) events arising prior to the Effective Date or (b) OSF Lifeline's breach or failure to perform with respect to the Agreement.

2. OSF Lifeline's Representations. OSF Lifeline hereby represents and warrants that subject to the consent of the City, it has full power and authority to assign its entire right, title and interest in the Agreement to Elite and to enter into this Assignment and Assumption.
3. Indemnification. OSF Lifeline hereby agrees to defend, indemnify and hold harmless Elite from any liability, damages, causes of action, expenses and attorneys' fees incurred by Elite by reason of the failure of OSF Lifeline to fulfill, perform, discharge and observe all of the various obligations, covenants, conditions and provisions of the Agreement and that relate to action or inaction occurring prior to the Effective Date. Elite hereby agrees to defend, indemnify and hold harmless OSF Lifeline from any liability, damages, causes of action, expenses and attorneys' fees incurred by OSF Lifeline by reason of the failure of Elite to fulfill, perform, discharge and observe all of the various obligations, covenants, conditions and provisions of the Agreement and that relate to action or inaction occurring on or after the Effective Date.
4. Consent. The City hereby consents to and agrees to the assignment and assumption as set forth above in accordance with Section E(3) of the Agreement, effective as of the Effective Date and ending on the Agreement Termination Date, and acknowledges that the assignment and assumption does not constitute a default under the Agreement.
5. Consummation of Transaction. The consummation of the Transaction is a condition precedent to the assignment of the Agreement, and should the Transaction not be consummated for any reason this Assignment and Assumption shall have no force or effect.
6. Entire Agreement. This Assignment and Assumption and the Agreement contain the entire agreement of the parties with respect to the subject matter hereof. Except as expressed and modified herein the terms of the Agreement shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment and Assumption as of the date of the last party to sign below.

Elite:

Elite Medical Transportation, LLC

By: _____

Its: _____

Dated: _____

OSF Lifeline:

OSF Lifeline Ambulance, LLC

By: _____

Its: _____

Dated: _____

City:

City of Belvidere

By: _____

Its: _____

Dated: _____

Attachment 1