

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

AND

CITY OF BELVIDERE, ILLINOIS

**MAY 1, 2022
THROUGH
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TABLE OF CONTENTS

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I - CITY RIGHTS	1
1.1 City Authority	1
ARTICLE 2 - RECOGNITION	2
2.1 Recognition and Coverage	2
2.2 Union Membership	3
2.3 Payroll Deduction	3
2.4 Indemnification	3
2.5 Bulletin Boards	3
2.6 Supplying Agreement	4
2.7 Union Packet	4
2.8 Officers' Meetings	4
2.9 Labor Management Meetings and Committee	4
2.10 Union Business	5
2.11 Union Meetings	5
2.12 Jurisdiction and No Infringement	5
ARTICLE 3 - HOURS OF WORK	6
3.1 Platoon Duty	6
3.2 Shift Change	6
3.3 Schedule	6
3.4 Training Shifts	6
3.5 Substitutions - Trading Time	7
ARTICLE 4 - OVERTIME AND COMPENSATORY TIME	8
4.1 Overtime; General Provisions	8
4.2 Computation of Overtime Rate	8
4.3 Overtime Authorization	8
4.4 Callback Time	8
4.5 Held-Over Time	9
4.6 Traded Shifts	9
4.7 Court Time	9
4.8 Overtime Distribution	9
4.9 Overtime Verification	9
4.10 Compensatory Time Off	9
4.11 Overtime Pay	10
4.12 Rank for Rank	10
ARTICLE 5 - VACATION	10
5.1 Eligibility and Amount of Vacation	10
5.2 Defined Vacation	10
5.3 Vacation Pay	11

5.4	Vacation Options	11
5.5	Payment Upon Separation From Employment	11
5.6	Shift Changes	11
5.7	Vacation Increases	12
5.8	Vacation Procedure and Selection Period	12
5.9	Canceled Selected Dates	13
5.10	Duties	13
5.11	Half-Days	13
ARTICLE 6 - HOLIDAYS		14
6.1	Recognized Holidays	14
6.2	Compensation for Holidays	14
6.3	Earned and Credited Holidays	14
ARTICLE 7 - LEAVES OF ABSENCE		14
7.1	Sick Leave and Sick Pay Benefits	14
7.2	Compassionate Leave	17
7.3	Temporary Military Leave	18
7.4	Jury Duty Leave	18
7.5	Emergency Leave Time	18
7.6	Job-Related Medical Leave of Absence	18
7.7	Family Medical Leave Act	19
ARTICLE 8 - HEALTH AND PENSION BENEFITS		19
8.1	Health Benefits and Premiums	19
8.2	Retiree Health Benefits	20
8.3	Optional Coverage	21
8.4	Inoculations and Immunizations	21
8.5	Ambulance Service	22
8.6	Pension	22
8.7	Killed in the Line of Duty	22
8.8	Prescription Safety Glasses	22
8.9	Physical Fitness Standards	22
8.10	Physicals	22
8.11	Firefighter Assistance Program (EAP)	23
8.12	Employee Participation in Review of Insurance And Benefit Options	23
ARTICLE 9 - SAFETY AND WELFARE		24
9.1	Station Wear	24
9.2	Protective Clothing and Equipment	25
9.3	Sanitation, Maintenance and Upkeep	25
9.4	Non-Liability for Safety and Health	25
9.5	Testing of Equipment and Apparatus	26
ARTICLE 10 - MISCELLANEOUS PROVISIONS		26
10.1	Selection of Acting Officers	26
10.2	Roll Call	26

10.3	Common Meal Site and Meals	27
10.4	Mileage Allowance	27
10.5	Per Diem	27
10.6	Personal Lockers	27
10.7	Personal Property	27
10.8	Indemnification of Fire Fighters	27
10.9	Fundraising	28
10.10	New Rules	28
10.11	New Firefighters	28
10.12	Occupational Exposure to Bloodborne Pathogens	29
10.13	Outside Employment	29
10.14	457 Plan	29
10.15	Fire Ground Accountability	29
10.16	Inspection of Personnel Files	30
10.17	Duties First	30
10.18	Supervision	30
10.19	Training and Equipment Reimbursement Upon Separation	30
ARTICLE 11	- PROFESSIONAL STANDARDS	31
11.1	Education	31
11.2	Training	31
11.3	Fire Fighter Promotions	32
11.4	Job Description	32
11.5	Education Premium	33
ARTICLE 12	- JOB SECURITY	33
12.1	Definition of Seniority	33
12.2	Seniority Lists	33
12.3	Probationary Period	33
12.4	Notice of Layoffs	34
12.5	No Lockout	34
12.6	No Strikes	34
12.7	Exit Interviews	34
ARTICLE 13	- NON DISCRIMINATION	34
13.1	Equal Employment Opportunity	34
13.2	Union Activity	35
13.3	Gender	35
ARTICLE 14	- DISCIPLINE	35
14.1	General Provisions	35
14.2	Use of Prior Disciplinary Records	35
14.3	Retention of Disciplinary Records	36
14.4	Application of Grievance Procedures	36
14.5	Probationary Firefighters	37
14.6	Savings Provisions	37

14.7	Suspension Pay Reduction Formula	37
ARTICLE 15 - GRIEVANCE PROCEDURE	.....	38
15.1	Definition	38
15.2	Procedure, Steps and Time Limits	38
15.3	Arbitration	39
15.4	Authority of the Arbitrator	39
15.5	Expenses of Arbitration	40
15.6	Time Limits	40
15.7	Processing Grievances	40
ARTICLE 16 - WAGES AND RATES OF PAY	.....	40
16.1	Base Wages	40
16.2	Longevity	40
16.3	Termination Pay	41
ARTICLE 17 - EFFECT OF AGREEMENT	.....	42
17.1	Entire Agreement; Terms and Conditions	42
17.2	No Other Agreement	42
17.3	Appendices and Amendments	43
17.4	Amendment	43
17.5	Savings Clause	43
17.6	Bargaining Rights	43
ARTICLE 18 - TERMINATION	.....	43
18.1	Term of Agreement	43
18.2	Negotiations	43
18.3	Impasse Resolution	44
18.4	Ratification and Enactment	44
Appendix A	.....	46
A1 - GENERAL POLICY REGARDING DRUGS AND ALCOHOL	.....	46
A2 - DEFINITIONS	.....	46
A3 - PRE-EMPLOYMENT AND PROBATIONARY SCREENING	.....	47
A4 - PROHIBITIONS	.....	47
A5 - ADMINISTRATIONS OF TESTS	.....	48
A6 - TESTING PROCEDURES	.....	49
A7 - VOLUNTARY REQUEST FOR ASSISTANCE	.....	54
A8 - SPECIFIC RESPONSIBILITIES	.....	54
A9 - DISCIPLINARY ACTION FOR CONFIRMED POSITIVE TEST RESULTS	..	55
Appendix B - Wages	.....	57
Appendix C - Information Sheet	.....	58
Appendix D - Paramedic Engine	.....	59
Appendix E - Fire/Ground Accountability	.....	61

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> |

Note: Effective May 1, 2015 Good Friday, the Day after Thanksgiving and the Firefighter's birthday were eliminated as holidays in consideration of implementing Kelly Days. Effective May 1, 2023, the Firefighter's Birthday is added as a holiday.

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-in-law 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 years, 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.

As soon as reasonably practicable, but not later than 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.

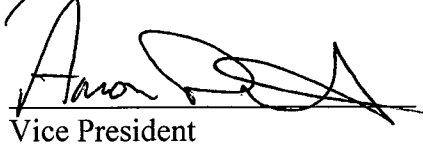
To evidence their agreement, the duly-authorized agents of the parties have executed this Agreement below.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, the 4th day of October, 2022.

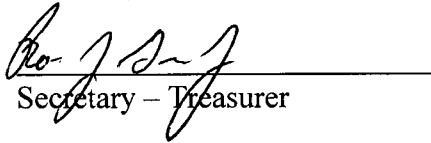
For the Union:



President

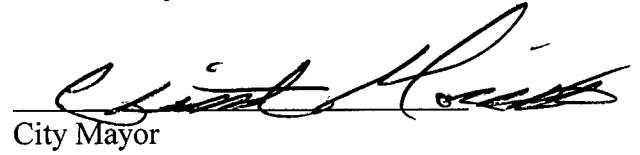


Vice President



Secretary - Treasurer

For the City of Belvidere:



City Mayor

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

- d. Freeze and retain all positive specimens for 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) 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.