

**COLLECTIVE BARGAINING
AGREEMENT**

between

The City of Belleville

and

Belleville Firefighters Local No. 53, IAFF

MAY 1, 2015 THROUGH APRIL 30, 2019

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AGREEMENT

PREAMBLE

THIS AGREEMENT made and entered into this 20th day of April, 2016, by and between the CITY OF BELLEVILLE, ILLINOIS, a municipal corporation, hereinafter called the "City" or "Employer", and LOCAL #53, INTERNATIONAL ASSOCIATION of FIRE FIGHTERS, AFL-CIO, hereinafter called the "Union", WITNESSETH:

WHEREAS, The City desires to employ the individual members of the Union to provide firefighting and protective services for the City and its citizens, and,

WHEREAS, the parties have heretofore agreed on certain wages, fringe benefits, work conditions, and other matters affecting the working relationship between the City and Union, and,

WHEREAS, the parties hereto desire to reduce said agreed matters to writing:

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by the parties as follows:

ARTICLE I. RECOGNITION OF THE UNION

Section 1.1 Recognition and Union Rights

The City recognizes the Union as the sole collective bargaining agent for all full-time employees and members, excluding the Fire Chief, Deputy Chief, Asst. Chief(s), and Secretary(s), of the Fire Department of the City of Belleville, Illinois.

All lawful Union activities are protected. Nothing shall abridge the right of a duly authorized representative of the Union to present the views of the Union to the public on issues which affect the welfare of its members.

Section 1.2 Union Business Time Trades

With the prior approval of the Chief of the Fire Department, Union Officers shall have the right to have an employee(s) work for them at any time so they may conduct official Union business.

ARTICLE II. GRIEVANCE PROCEDURE

Section 2.1 Definition

A grievance is defined as a dispute or difference of opinion between an employee, or group of employees with respect to a single common issue, covered by this Agreement, or the Union on behalf of the employee(s), and the Employer with respect to the meaning, interpretation, or application of a specific provision or provisions of this Agreement. Grievances shall be processed in the following manner:

Section 2.2 Processing Steps

Step 1. Fire Chief

The Chief of the Fire Department shall be notified of a grievance in writing by personal delivery with signature of receipt or certified mail within ten (10) days of the event giving rise to the grievance, or within ten days of the date the affected employee(s) or the Union, through the reasonable exercise of due diligence, should have known of the event giving rise to the grievance. The grievance shall, in writing, set forth the nature of the grievance or dispute, facts upon which it is based, and the provision(s) of the Agreement allegedly violated, along with the remedy or relief requested, signed by the grievant(s) and/or Union Officer(s). Grievant and Union Officers shall meet with the Chief of the Fire Department in an effort to resolve the grievance. If the grievance concerns the entire membership of Local 53, the Union Officers of Local 53 shall meet with the Chief. The arguments shall be oral. If additional meetings are deemed necessary, they shall be held. The entire grievance procedure under Step 1 shall be completed within fifteen (15) days from the time service of the grievance notice is made on the Chief of the Fire Department. If the grievance has not been resolved in a meeting with the Fire Chief, the Fire Chief shall render a written response to the grievant and the Union President, or in the president's absence, any steward, by personal delivery with signature of receipt or certified mail not later than ten (10) days of the parties' meeting.

Step 2. Fire and Police Committee

If the grievance is not resolved as set forth in Step 1, the grievant and/or the Union may submit the written grievance to the Fire and Police Committee of the City Council within ten (10) days after the date of the Step 1 response, or within ten (10) days after the Step 1 response was due. The appealed grievance shall, in writing, set forth the nature of the grievance or dispute, the facts upon which it is based, and the provision(s) of the Agreement allegedly violated, along with the remedy or relief requested, signed by the grievant, and/or the Union Officer(s).

The Fire and Police Committee shall thereafter schedule a meeting with the grievant and Union representative within ten (10) days after receiving notification that the grievance has been advanced from Step 1 level, to discuss and make an attempt to resolve the dispute. If additional meetings are deemed necessary, they shall be held. The grievance procedure under Step 2 shall be completed within thirty (30) days from the completion of the procedure under Step 1. The Fire and Police Committee shall respond

in writing with a statement of its position within ten (10) days thereafter to the Union President or his/her designee. The meeting shall be closed to the Press and the Public.

Step 3. Appeal to Arbitration

If the grievance remains unresolved within fifteen (15) days after the reply of the Fire and Police Committee is due, either party may, by written notice to the other party, invoke arbitration.

Section 2.3 Arbitration

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 panels, who are members of the National Academy of Arbitrators and are residents of Illinois or Missouri. However, either party may reject one (1) entire list before any selection is made by the parties. Both the Employer 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 said arbitrator's selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s). All arbitration hearings shall be held in Belleville, Illinois, unless the parties agree otherwise.

Section 2.4 Authority of the Arbitrator

The parties agree that grievance arbitration hearings held pursuant to this procedure shall be expedited (i.e., no transcript taken or made and no post hearing briefs required or filed) 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 be without power to make decisions contrary to or inconsistent with applicable federal or state law or applicable rules and regulations of state or federal agencies. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract administration, 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/her decision to the Employer 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 facts of the grievance or dispute presented. Subject to the arbitrator's compliance with provisions of this section, the decision of the arbitrator shall be final and binding.

Section 2.5 Expenses of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own

representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 2.6 Processing and Time Limits

Grievances may be investigated and processed during working hours by Union Stewards, Representatives, and grievance committee members, provided such activities do not interfere with the normal operations of the Fire Department. The time limits set forth in this Article may be extended by mutual written consent of the parties. Failure on the part of the grievant or the Union to meet any time requirement shall be interpreted as a withdrawal of the grievance, without prejudice. Failure on the part of the Employer to meet any time requirement or make a timely response shall automatically allow the grievant or the Union to utilize the next step of the procedure. The satisfactory settlement of a grievance shall be reduced to writing and shall be signed by the Grievant or the Grievant's designee, the Union President or the Union President's designee, and the Mayor or the Mayor's designee.

The term "days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

Section 2.7 Processing Grievances

Employees selected by the Union to act as Union Representatives shall be known as "Stewards". The names of the employees selected as Stewards, and other Union Representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the Employer by the Union.

ARTICLE III. DUTIES

Section 3.1 General Scope of Duties

The employees of the Fire Department of the City shall be required to perform only those duties directly associated with fire fighting, fire prevention, daily maintenance of the fire fighting equipment of the Department, or other acts of public health and safety. They shall not be required to perform any duties which may infringe upon the normal duties of the other unions or City departments.

Section 3.2 Apparatus Manning

All "On Track" apparatus shall be manned with no less than three (3) employees. In the event that three (3) employees are not present, the apparatus shall be called "Off Track" until such time as the minimum of three (3) employees are available. There shall be a minimum of twelve (12) employees on track at all times. Apparatus used for non-emergency uses shall be permitted to have two (2) employees man the apparatus for the duration of the event. Additional staffing of the Battalion Chief's position is provided for as follows:

Effective immediately upon implementation of this agreement apparatus manning shall be as follows. When the Battalion Chief is on duty and staffing is at minimum, the City shall staff at a level that allows the Battalion Chief to perform his duties separate from

an engine or ladder truck company, and will implement the overtime provisions as necessary.

Further, upon implementation of this agreement, the City shall staff the Battalion Chief's position, separate from an engine or ladder truck company, with a member who is qualified to perform the duties of Battalion Chief (Battalion Chief or a Captain with at least two years in rank) for the 8pm – 8am (night) shift on weekdays and for the entire 24-hour shift during weekends and City holidays (as listed under Article X of this Agreement), implementing the overtime provisions as necessary.

As soon as January 1, 2017, but no later than May 1, 2017, the City shall staff the Battalion Chief's position, separate from an engine or ladder truck company, on a full-time, 24/7 basis, implementing the overtime provisions as necessary, increasing the minimum number of employees on track to be thirteen (13).

In the event the City hires additional personnel and the number of bargaining unit members in the ranks below Battalion Chief exceeds 60, then the Battalion Chiefs shall be excluded from the unit.

ARTICLE IV. EMERGENCY DUTY

Section 4.1 Emergency Duty

It shall be the duty of "OFF DUTY" employees to maintain the strength of the Department in situations requiring resources beyond those of the on duty personnel.

Section 4.2 Call Back Pay

A. Emergency Call Back

In the event "OFF DUTY" employee(s) are called back in case of an emergency, the employee(s) shall be compensated at the rate of one and one-half (1-1/2) times their hourly rate, with four (4) hours minimum for each call back.

B. Non-Emergency Call Back

Off Duty employees called back for non-emergency Department matters shall be compensated at the rate of one and one-half (1 1/2) times their hourly rate, with a minimum of three hours. Non-emergency Department matters include parades and special events, subpoenas and depositions, but do not include meetings or fire investigations. If an employee is on a non-emergency overtime assignment and a second alarm or other emergency requires the employee to respond, then the employee will convert to the emergency call back with a minimum of four hours starting at the time of the second alarm or other emergency. The employee shall receive pay for the non-emergency overtime assignment without the three hour minimum, plus the call-out pay at a minimum of four hours.

It is agreed that Battalion Chiefs shall attend officers' meetings as assigned by the Chief, with no more than two such meetings per month, such meetings shall not exceed four (4) hours, to be attended without additional pay with the understanding that the rank differential for Battalion Chiefs shall be considered as compensation. Such meetings shall not be mandatory for Battalion Chiefs on: Vacation, Personal Holiday, Illness, Duty Injury, or excused by the Fire Chief. Any additional meetings or unspecified non-emergency response duties for the off-duty Battalion Chiefs shall be subject to the three hour minimum call-back pay provisions above.

Section 4.3 Hold Over Pay

In the event an employee or employees are held over past the normal termination time of their regular duty shift or the half day shift, they shall be compensated on the basis of one-quarter hour's pay for each quarter hour, or fraction thereof, worked. Payment shall be the normal overtime rate as provided in this Agreement.

Section 4.4 Mutual Aid

The City reserves its management rights to enter into any mutual or automatic aid agreement it deems appropriate. In the event of an emergency which requires resources beyond those of the on-duty personnel, off-duty personnel or mutual or automatic aid or any combination thereof, may be called. All Mutual Aid Incidents within the corporate city limits of Belleville will follow the Incident Command System. The Incident Command for said Mutual Aid will be the City of Belleville Fire Department.

Section 4.5 Second Alarm Staffing

On a "Second Alarm", the next two relieving shifts shall be called in utilizing the emergency (mass call) phone notification system in place. If all employees, or a minimum compliment of twelve (12) employees of the called-in shift(s) come in, no other employees shall be called. If less than twelve (12) employees of the called-in shift(s) come in, it shall be the duty of the Battalion Chief or Ranking Officer at Engine House Four of the called-in shift to be sure there is the minimum complement of employees responding to the second alarm (12). If they cannot get a full complement of employees, (12), from their shift, they shall have the authority to call employees from another shift, or shifts, until a full complement of manning is met. It shall be the obligation of the City to call the off-duty Battalion Chiefs for second alarms and backfilling assignments. In the event more staffing is required by the Fire Chief or his designee, a "General Alarm" shall be called, recalling all off-duty members of the Fire Department.

ARTICLE V. HOURS OF WORK

Section 5.1 Application of Article

This Article is intended only as a basis for calculating hours of work and overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per shift, week, or work cycle, or any other period.

Section 5.2 Platoon Duty Shifts

Employees covered by this Agreement shall be assigned to regular duty shifts. The normal work day for shift personnel will be twenty-four (24) consecutive hours, starting at 8:00 a.m., followed by seventy-two (72) consecutive hours off duty. The work period shall be twenty-eight (28) consecutive days. Each employee will be assigned to a work period. The employees shall work an average of forty-two (42) hours per week.

Section 5.3 Straight Time Hourly Rate

The regular straight time and basic hourly rate of pay shall be determined by dividing the employee's annual salary by the annual regular hours of work to which the employee is assigned. The annual hours of work for hourly rate calculation shall be 2184.

Section 5.4 Overtime

Employees shall be compensated one and one half (1 ½) times their base, hourly rate for all authorized hours over their normal duty shift. Employees may elect to receive overtime compensation in the form of payroll compensation or compensatory time off. Compensatory time will be calculated at the same rate as overtime pay. Overtime compensation may be split between payroll compensation and compensatory time off, if requested. Employees shall inform their supervisor of the method of compensation at the time the overtime is worked. Compensatory time can only be used in one half shift or full shift increments. Subject to reasonable restrictions, compensatory time may be taken at the discretion of the employee. The Chief will not unreasonably deny an employee's request to use compensatory time or convert compensation time to monetary compensation. The maximum accumulation of compensatory time shall be 240 hours (160 hours of overtime hours worked), which may be carried from year to year. Employee may not sell back more than 180 hours at time of retirement.

The maximum number of employees allowed to be off on any day using advanced scheduled leave, including vacation, personal or compensatory time, shall be four, with no more than two off on vacation, a maximum of two off on compensatory time, and a maximum of one off on personal holiday. However, a third employee may be allowed off on vacation provided: 1) the request is made within five calendar days of the requested date off; and 2) no overtime is created as of the date of the request.

In the event the number of bargaining unit employees in the ranks of Captain and below exceeds 60, the maximum number of employees allowed to be off on any day using advanced scheduled leave, including vacation, personal or compensatory time, shall be five, with no more than three off on vacation, a maximum of two off on compensatory time, and a maximum of one off on personal holiday.

Section 5.5 Overtime Rotation

The City shall have the right to require overtime work and employees may not refuse overtime assignments, however, the parties agree to make reasonable efforts to avoid implementing the mandatory overtime procedure. In the event it is necessary to schedule overtime in advance for the fire department activities, such overtime work shall

be offered to the employees on a rotating basis. The first eligible employee that is farthest behind in working overtime will be called first, next the second farthest, and so on. After an employee has agreed to work the overtime, he/she will be x-ed out of the column pertaining to the shift worked. If no employee voluntarily accepts the overtime in accordance with the foregoing, the employee that is farthest behind on overtime will be ordered by the Fire Chief, or his/her designee, to work the overtime. In the event that overtime is needed in the fire department during the changing of shifts in order to maintain minimum manning requirements, such overtime shall be covered by employees of the off going shift. The employee farthest behind shall be ordered by the Fire Chief, or his/her designee, to work the overtime.

Overtime opportunities involving full twenty-four (24) hour shifts may be split into twelve (12) hour blocks and if the first eligible employee elects to split the shift into two 12 hour blocks they will be treated as two overtime assignments.

Battalion Chiefs are eligible to work overtime assignments only for overtime caused by the absence of a Battalion Chief or Captain.

Section 5.6 Shift Bidding

Shift bidding will be carried out as set in departmental policy, as agreed upon between Local 53 and the Fire Chief. Shift Bidding shall be carried out on an annual basis to coincide with the beginning of the first day of the (28) day cycle nearest to the beginning of the fiscal year, May 1. Shift picks shall begin in December prior to the First Choice Vacation Selection. Battalion and Engine House selections shall be made by seniority, time in rank shall determine picking order for: Battalion Chief, Captain, Engineer and Firefighter. The order of selection, by rank, can be changed by mutual agreement by the Local and the Fire Chief.

Vacancies for promotions and retirements shall be bid upon by eligible members to coincide with the beginning of the first day of the next full twenty-eight (28) day cycle when the promotion or vacancy occurs. Notifications for promotion vacancies shall be provided upon certification of promotion(s) by the Fire and Police Commissioners. Notifications for vacancies shall be provided at the time the vacancy occurs and shall be filled within one twenty-eight (28) day cycle. Requests to bid vacancies must be received in writing or via email addressed to the Fire Chief three (3) weeks prior to the start of the twenty-eight (28) day cycle.

Section 5.7 Shift Transfer Limitations

Employees of the Fire Department of the City shall not be transferred from battalion to battalion until the end of the twenty-eight (28) day work cycle, except for promotions and emergency situations. Emergency status shall be considered when a shift falls below minimum staffing excluding: scheduled leave, training assignments, and short-term military service.

Section 5.8 Shift Trades

Employees covered by this Agreement shall have the right to voluntarily exchange duty shifts with other full-time employees in order to attend to personal matters or approved fire related schools, provided that prior authorization of any officer in the rank of Captain or above is secured; such authorization shall not be unreasonably withheld. If a Captain approves a trade, the Captain shall notify the on-duty Battalion Chief, (or in his absence the acting Battalion Chief or Duty Officer) by phone or email of the approved trade.

Requests to trade shifts or hours of work must be submitted in writing and on file, or notice provided, and approved prior to the start of the trade, excepting emergency situations. It will be the responsibility of the employees involved in the shift trade to keep their own records. Shift trades must not interfere with Fire Department activities scheduled prior to approval.

Shift trades shall be between personnel as follows:

Firefighters may trade with Firefighters;
Engineers may trade with Engineers or Captains;
Captains may trade with Engineers or Captains;
Battalion Chiefs may trade with Battalion Chiefs or Captains eligible to act as Battalion Chief.

Trade times outside of these guidelines are subject to approval by on-duty Battalion Chief or a Chief Officer.

Section 5.9 No Pyramiding

Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement. Hours compensated under one rate of compensation shall be excluded from any other rate of compensation. When two or more rates of compensation apply to time worked, the single rate most favorable to the employees shall apply. Nothing in this section shall apply to any call backs in Section 4.2.

ARTICLE VI. SENIORITY

Section 6.1 Seniority/Anniversary Date

In calculating years of service for salary purposes, the date of most recent employment shall be considered the anniversary date for all employees of the Fire Department, unless a seniority date other than the date of employment is established for a bargaining unit member as a result of litigation involving the City or by written agreement entered into by an employee and the City prior to May 1, 1999.

Section 6.2 Probationary Conditions

All original appointments to the Fire Department shall be under and in accordance with the rules and regulations of the Board of Fire and Police Commissioners of the City. The City shall provide and the probationary firefighter shall successfully complete Basic

Operations Firefighter training through a fire academy prior to the end of the probationary period of one (1) year. At the expiration of such probationary period, such appointment to the Fire Department shall automatically become Regular, Full-Time; provided, however, that the Board of Fire and Police Commissioners may at any time during the probationary period discharge such probationary firefighter after notice and assignment of cause for removal. Probationary firefighters shall not be eligible to work regular overtime assignments, subject to section 5.5 of the Collective Bargaining Agreement or Non-Emergency Assignments.

ARTICLE VII. SALARY

Section 7.1 Salary

The Employer agrees to a 2.0/2.0/2.0/3.0% effective increase on the wage schedule, which will be attached by reference hereto as Appendix A, a 2.00% increase on the wage schedule for fiscal year May 1, 2015 through April 30, 2016, a 2.00% increase on the wage schedule for fiscal year May 1, 2016 through April 30, 2017, a 2.00% increase on the wage schedule for fiscal year May 1, 2017 through April 30, 2018, and a 3.0% increase on the wage schedule for fiscal year May 1, 2018 through April 30, 2019, said increases to be made to the adjusted base.

Section 7.2 Holiday Benefit

The base salary of bargaining unit employees of the Fire Department includes annual holiday pay, effective 5/1/15 of \$ 2,978.77, effective 5/1/16 of \$ 3,038.34, effective 5/1/17 of \$ 3,099.11, effective 5/1/18 of \$ 3,192.08.

Section 7.3 Pay Deduction Plans

The Employer shall provide a payroll deduction plan for the employees.

Section 7.4 Acting Out of Class Pay

Any employee who is required to perform duties of or act in the capacity of a higher rank shall be paid at the rate for the higher rank worked. The overtime rate of one and one half times the rate of pay shall apply to an employee working out of class.

Extended vacancies in the rank of Captain will be filled by the Engineer who is stationed at the engine house and battalion where the vacancy occurs. Extended vacancies in the rank of Engineer will be filled by the Senior Firefighter (spare driver) from the engine house and battalion where the vacancy occurs.

Section 7.5 Adjusted Base Pay

The adjusted base pay shall include educational pay.

ARTICLE VIII. CLOTHING ALLOWANCE

Section 8.1 Clothing Allowance

The City shall furnish all turn-out gear used by the employees, shall purchase the first regulation "work coat" for all employees, and will purchase the first regulation "Class A" uniform, consisting of hat, coat, shirt, pants and tie for new employees hired after May 1, 2002. The "Class A" uniform purchase will be made after completion of the probationary period. Turn-out gear shall meet NFPA Standard 1971, Federal NIOSH Standards, plus any other NFPA Standards that may apply.

Section 8.2 Probationary Employee Allowance

All Probationary Firefighters will have the option to charge their initial uniform clothing to the City, and have a payroll deduction over the first year to pay off the amount. If a probationary firefighter's employment terminates before initial uniform charges are paid back to the City, the Union and employee agree to return the uniforms to the City. If the employee does not return the uniforms to the City at time of separation of their employment, the City may deduct the owed amount from the employee's last check.

Section 8.3 Replacement of Personal Property

The City will repair or replace with a like item an employee's prescription eye wear, watch, or permitted jewelry damaged while acting in the scope of assigned duties up to the maximum per item and annual amounts stated below, and provided the item(s) is not covered by insurance.

Eyeglass frames	\$125.00
Eyeglass lenses	\$125.00
Watch	\$50.00
Permitted Jewelry	\$50.00
Cellular Phones	\$50.00

The maximum fiscal year per employee cost to the City shall be \$250.00 for the repair or replacement of personal property. The City shall not be responsible for the repair or replacement of an employee's personal property damaged or lost through the negligence or neglect of the employee.

ARTICLE IX. EDUCATIONAL INCENTIVE

Section 9.1 Educational Pay

Employees hired before May 1, 2005, shall be paid \$7.50 per year for each credit hour earned in successfully completing a Fire Science Course.

Each employee, regardless of date of hire, who is a Basic Certified Firefighter shall be entitled to twelve (12) credit hours under this Section.

Section 9.2 Educational Incentive

All non-probationary firefighters hired before May 1, 2005, will receive \$7.50 for each college semester credit hour that he/she has attained prior to his/her hire with the employer. The earned educational incentive shall be added to the employee's base salary.

- 1) earned college semester credit hours cannot exceed one hundred eighty (180) hours;
- 2) an associate's degree will amount to sixty-four (64) hours;
- 3) a bachelor's degree will amount to one hundred thirty (130) semester credit hours;
- 4) a master's degree will amount to one hundred eighty (180) semester credit hours.

All non-probationary firefighters hired after May 1, 2005, will be eligible to receive the above educational incentive or college credit pay in Section 9.3 after obtaining the applicable degree.

Section 9.3 College Credit Pay

A non-probationary firefighter hired before May 1, 2005, who successfully completes any college semester credits after his/her hire date shall receive \$7.50 for each hour of college semester credit earned prior to April 30 of each year for courses in fire or fire-related curriculum.

Section 9.4 Education Reimbursement

A non-probationary firefighter who successfully completes a fire service related course shall have the cost of books, tuition or other related fees reimbursed to him/her after providing the employer with a copy of his/her grades. Tuition costs per semester hour will be reimbursed for an amount not to exceed the hourly rate at Lindenwood University at the time the course is taken. Tuition rates shall be established as the rate set for the fall semester of each year by the university.

Section 9.5 Payment

Only non-probationary firefighters shall be eligible to receive compensation or reimbursement as provided under this Article. In order for any credits to be eligible for compensation, they must be reported to the Employer by April 1. Upon completion of the employee's probationary period, their educational pay shall be added to their base pay.

ARTICLE X. HOLIDAY COMPENSATION

Section 10.1 Holiday Compensation

For administrative purposes and as provided in Section 7.2 of this Agreement, each employee of the Fire Department of the City shall receive holiday pay for the following holidays:

- | | | |
|---------------|------------------------|------------------|
| NEW YEARS DAY | MARTIN LUTHER KING DAY | PRESIDENT'S DAY |
| EASTER SUNDAY | MEMORIAL DAY | INDEPENDENCE DAY |
| LABOR DAY | VETERANS DAY | THANKSGIVING DAY |
| CHRISTMAS EVE | CHRISTMAS | |

Section 10.2 Worked Holiday Pay

An employee working on a holiday designated under Section 10.1 shall be compensated an additional one half (1/2) times the employee's hourly rate for that said shift, in addition to holiday compensation provided in Section 7.2. In lieu of cash, the employee may take compensation in the form of compensatory time off. The employees shall inform their supervisor of the method of compensation at the time the holiday is worked. Compensatory time can only be used in one half shift or full shift increments.

ARTICLE XI. HOSPITALIZATION INSURANCE

Section 11.1 Health Insurance

Effective May 1, 2015, the Employer agrees to pay up to \$410.00 per month towards the premium costs of the group life, health, hospital, major medical and dental benefits plans for all employees and their dependents regardless of coverage selected by the employee. Monthly premium amounts above the Employer contribution for single or dependent coverage will be shared on a 50/50 basis between the employee and the Employer. The parties agree for this contract that all increased insurance premiums are retroactive to their effective dates and deducted from the employee's compensation.

It is further agreed that the schedule of benefits shall be similar or equal to the coverage for the group policy presently contracted out by the Employer for the members and their dependents. During the first 60 days of employment, new employees may participate in the Employer's health insurance program at their own cost. The Employer shall not be responsible for any payments toward health and welfare coverage on behalf of said new employees during the first 60 days of employment, but thereafter the Employer shall be responsible for making payments toward health insurance coverage as provided above.

Section 11.2 Retired and Disabled Employee Medical Insurance

A retired employee, or spouse, of the Fire Department of the City shall be included in the City's hospitalization plan as provided in Section 11.1 hereof after their retirement or disability at the option and expense of said employee or spouse of the Fire Department, subject to the following provisions:

Section 11.3 Retired/Disabled Employee Premium Costs

The City shall pay the premiums for said retired or disabled employee or spouse of the Fire Department electing to continue said hospitalization plan on a pro-rata basis directly to the insurance carrier, and shall be reimbursed by withholding from the monthly pension payment of the said retired or disabled employee or spouse of the Fire Department an amount equal to said monthly premium calculated on a pro-rata basis.

For employees hired before December 5, 2005, the City further agrees to freeze

the insurance premiums of retirees and disabled employees or spouses of the Fire Department for a period of seven (7) years after their retirement or disability. For Employees hired on or after December 5, 2005, the price of insurance for retired or disabled members or surviving spouses shall be the same amount of the total premium applied to current active members for equal coverage. Said price shall be adjusted according to increases or decreases in the premium amount as determined overall for all active employees. Insurance coverage for all retired or disabled member or surviving spouses shall terminate thirty (30) days after the former retired or disabled member or surviving spouse becomes eligible for Medicare coverage. If a person electing continued coverage under this Section becomes eligible for Medicare coverage, benefits under the group policy may continue as a supplement to the Medicare coverage upon payment of any required premiums to maintain the benefits of the group policy as supplemental coverage.

Notwithstanding the preceding, all employees who are disabled as the result of a duty related injury or illness, and receiving a pension from the local pension fund, shall be eligible to continue in the City of Belleville hospitalization plan in accordance with applicable state statute(s) governing continued coverage.

Section 11.4 Insurance Committee

Upon the request of either the City, this bargaining unit or other bargaining units, insurance committee meetings will be scheduled city wide on a quarterly basis to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the City Council for changes in health care coverage that will reduce or minimize increases in health care premiums. One representative from each bargaining unit, along with 6 management representatives will be eligible to participate as committee members.

Recommendations may be made with a two-thirds majority of those representatives identified by this Section. All changes are subject to approval of the City Council. Any savings generated by plan changes different than those that exist upon execution of this Agreement which result in a decrease in premium costs shall be passed directly to the dependent premium increases.

Section 11.5 Firefighter Killed in the Line of Duty

In the event that a Firefighter is killed in the line of duty, the spouse shall be allowed to continue coverage under the provisions of this Agreement until such time that the spouse acquires coverage under another health/medical insurance plan.

ARTICLE XII. INJURY IN LINE OF DUTY

Section 12.1 Duty Injury Medical Costs

The City agrees to pay all doctor, hospital, and other medical expenses for an employee of the Fire Department who is injured or is exposed to a contagious illness or disease in the performance of the employee's duties for as long as the condition, or

related condition stemming from the injury exists as may be required by the Worker's Compensation Act, 820 ILCS 305/1 et seq.

Section 12.2 Maintenance of Salary During Duty Injury

The Employer agrees to pay any employee of the Fire Department who is injured in the performance of the employee's duty said employee's regular salary for the complete duration of that employee's inability to perform the normal tasks involved in said employee's employment, not to exceed twelve (12) consecutive months, or to the time when said employee receives a disability pension, whichever is earlier, as provided by 5 ILCS 345/1 et seq. including any limitations on receipt of that benefit which may be set forth in that statute.

Section 12.3 Coordination of Worker's Compensation Benefits

It is recognized that the employees are now included under the Illinois Worker's Compensation Act. Insofar as possible, payments required to be made under Section 12.1 and 12.2 above will be made by the insurer of the City. Any deficiency between the "net regular weekly take home pay" and the amount of weekly compensation paid by the insurer under Section 12.2 shall be borne by the City and paid to the injured employee member at the regular pay periods in accordance with applicable Illinois statutes.

Section 12.4 Duty Injury Pension Payments

The City will continue to make pension payments for any employee of the Fire Department who suffers a duty injury. Said payments shall be based on the gross base salary of the injured employee member of the Fire Department, but the said employee shall reimburse the City, out of any monies received in form of weekly Worker's Compensation benefits while injured, the amount required by statute to be withheld, said amount to be used along with the City's contribution to insure that an appropriate pension deduction is made on behalf of each injured employee of the Fire Department from said employee's gross pay for the period of injury.

Section 12.5 Determination of Disability

Upon a determination of total disability, payments shall be made as required by the Illinois Worker's Compensation Act and the Fire Pension Act.

Section 12.6 Pregnancy

It is recognized that the duties of a firefighter are sometimes dangerous and often physically arduous with exposure to smoke and hazardous materials. It is also impossible to predict when circumstances arise which will pose a risk to firefighters. While it is understood such dangers are inherent in the position of firefighter, the dangers create a special risk to pregnant firefighters and their fetuses. The following policy is enacted to reduce physical hazards placed on pregnant firefighters.

- A. Qualifications. Only firefighters who have provided medical proof that they are pregnant are eligible to participate in the Firefighter Pregnancy Policy. The Fire Department reserves the right to delay acting on a request to participate for one

week. Participation is voluntary. Only firefighters who request participation are eligible. No firefighter will be placed in the program against the firefighter's wishes.

- B. Temporary Assignment. A pregnant firefighter who request placement in the program will be temporarily reassigned to a non-suppression position. First consideration will be for placement within the Fire Department, but in the absence of available work the firefighter may be placed in another city department. The availability of this reasonable accommodation shall be determined by consensus of a panel made up of the Fire Chief, Human Resources Director and Local 53 President. Should this panel determine no reasonable accommodation through a pregnancy light duty position is available; the decision cannot be challenged through the grievance process. However, the decision may be appealed directly to the Mayor.
- C. Duration. The assignment shall last for the duration of the employee's pregnancy including the necessary recuperation period. The employee shall be required to submit to the City a return to work release from her physician prior to her reinstatement to her regular duties. The City retains the right to require that the employee submit to an evaluation by a physician of the City's choice. In the event of a disagreement between the employee's physician and the City's physician concerning the employee's fitness to return to full duty, the determination of an independent physician selected by the agreement of the employee's and City's physicians shall prevail.
- D. Relation with other benefits. Participation in the voluntary pregnancy policy does not affect a firefighter's eligibility for sick leave, FMLA leave or other benefits. Any probationary period in which the firefighter is on at the time of the pregnancy assignment will be extended by the length of the special assignment.

Section 12.7 Light Duty

With certification from an attending physician stating that an employee otherwise eligible for sick leave or duty-injury benefits is capable of performing light duty, the employee may request or be assigned light duty assignments.

The Employer may require the employee to be examined by a physician of its choosing, at the Employer's expense, to verify that the employee is fit for light duty. Light duty shall not interfere with scheduled medical appointments, therapies, or prescribed physical therapies. Light duty personnel shall not be counted toward minimum manning.

ARTICLE XIII. BUREAUS AND ADDITIONAL COMPENSATED POSITIONS

Section 13.1 Battalion Chief Staffing and Acting Battalion Chief

In the absence of the on-duty Battalion Chief, the City may call in a Battalion Chief or eligible Captain to fill the vacancy, using the overtime provisions of section 5.5, or use an Acting Battalion chief per the process set forth below.

When the Battalion Chief is present for duty and staffing is at minimum (12), the City shall staff at a level of thirteen by calling overtime as per section 5.5 to allow the Battalion Chief to perform his duties separate from an engine or ladder company, effective May 1, 2013.

- A. The position of Acting Battalion Chief shall be manned as described in Section 3.2.
- B. The Acting Battalion Chief position shall be offered first to the senior-most eligible Captain of the shift and if refused, shall then be offered to the next senior eligible Captain, until all those eligible to fill the position are exhausted. Requests to staff the Acting Battalion Chief position or perform the duties of the Battalion Chief shall not be mandatory for Captains.
- C. Captains that have served in the rank of Captain for two years or more shall be eligible to serve as an Acting Battalion Chief.
- D. Prior to new manning requirements implementation as described in Section 3.2, Captains stationed at Engine House Four that are not eligible to serve in the rank of Acting Battalion Chief, when no Battalion Chief or Acting Battalion Chief is available or has opted not to fill the position, shall be compensated at the out-of-class rate of \$1.25 per hour. Said Captains shall perform the duties of completing the manning roster and carry the Battalion Chief phone to facilitate completing the manning roster. Captains shall only perform such duties when the Battalion Chief or Acting Battalion Chief is absent. No other Battalion Chief duties shall be required.
- E. Prior to new manning requirements implementation as described in Section 3.2, Engineers serving as ranking duty officer of Engine House Four shall be compensated at an additional rate of \$1.00 per hour in addition to receiving the acting out-of-class rate. Said Engineers shall perform the duties of completing the manning roster and carry the Battalion Chief Phone to facilitate completing the manning roster. Engineers shall only perform such duties when the Battalion Chief or Acting Battalion Chief, and Captain is absent. No other Battalion Chief duties shall be required.

- F. Additional compensation for Captains and Engineers not working as Acting Battalion Chief shall be called: Duty Officer Pay. Duty Officer Pay is to only be applicable to Engine House Four unless the duties described above are transferred to another engine house.
- G. Duty Officer Pay shall be subject to one and one-half times compensation when overtime is applicable.

Section 13.2 Arson Dog Handler

The City of Belleville and Belleville Firefighters Local 53 desire to create the position of Arson Dog Handler, and Assistants to the Belleville Fire Department. Said positions shall come from the Bargaining Unit. The following shall apply to the position:

The Position is a Five (5) year commitment in duration, with the understanding that the position could expire sooner due to certifications or health concerns for the Arson Dog.

The City of Belleville shall provide, at City expense: Adequate shelter, Kennel, Travel Crate for the Arson Dog. The city shall provide for the food and veterinary expense of the Arson Dog. The City shall provide for the transportation of the Arson Dog from the Fire House to the Scene(s) of incidence where the Dog and Handler are required.

The City shall provide for all training for the Arson Dog, Handler, and Assistant Handlers.

The Arson Dog Handler shall be compensated at an additional Three (3) hours regular pay, at the Handlers regular hourly rate of pay, per week. Assistant Dog Handlers shall be compensated at the same above rate during the time that they serve in this role.

The Regular Arson Dog Handler shall receive forty-eight (48) hours compensation time annually to be used as leave.

The Assistant Arson Dog Handler shall receive twelve (12) hours compensation time annually to be used as leave.

The Arson Dog Handler and the Arson Dog shall be stationed at Engine House Four. It may be necessary for the Assistant Handlers to be temporarily stationed at Engine House Four when fulfilling their duties during the regular Handler's absence.

There shall be a minimum of Two (2) Assistant Dog Handlers that shall care for the Arson Dog during the regular Handler's absence. Assistant Dog Handlers shall be compensated at the same above rate during the time that they serve in this role. The Assistant shall be trained by the Regular Handler until such time that they can attend training provided by the sponsor of the Arson Dog Program.

The Arson Dog Handler or Assistant(s) shall be compensated at the emergency call-back rate of a minimum of Four (4) hours overtime pay when they are called in on their day off.

The Arson Dog may be requested by outside Fire Departments, only after other avenues, ie: State Fire Marshall have been contacted and are not available. If the Arson Dog Handler or Assistants are to assist outside entities, then they shall be compensated at the emergency call-back rate of Four (4) hours over-time pay. Such call-ins shall not be mandatory for the Handler or Assistant(s).

The Arson Dog may not be used for Private Use or Investigation by the Handler or Assistant(s).

Public Relations Demonstrations will be a part of the Handler or Assistant(s) duties. Such demonstrations, when off-duty, shall be compensated at the Non-emergency rate of Three (3) hours over-time Pay. P.R. Demonstrations shall not be mandatory when off-duty. Adequate time for scheduling shall be considered for events as to accommodate Vacations, Personal Holidays, Compensation Days, or any leave paid or unpaid. Any Demonstration the handler opts not to attend shall be offered to the Assistant(s).

Overtime shall be called at a minimum of Four (4) hours if the Handler or Assistant(s) duties are required, while on-duty, causing staffing to fall below minimum levels. The overtime shall be of suitable rank if the situation deems necessary.

In the event of a vacancy in any dog handler position, including assistant handler, the position shall be filled by utilizing the following process:

The position vacancy shall be posted for fifteen (15) days.

Employees interested in the position must submit a letter of interest to the Fire Chief or designee by the deadline stated in the vacancy notice. The Fire Chief will select the dog handler following an interview process.

Section 13.3 Fire Investigation Unit (FIU)

Fire investigators shall be certified fire Investigators through the Office of the State Fire Marshal (OSFM).

Position is open to non-probationary Firefighters who successfully complete Certified Fire Investigator (CFI) course certification and achieve proper experience level.

Continuing education (CE) requirements set forth by the OSFM shall the responsibility of the CFI. Duty relief shall be provided for initial course certification and CE training.

If an Investigator does not maintain his status as to CE, and allows their CFI to lapse, they shall no longer be eligible to participate on the Belleville FIU.

Two (2) fire Investigators shall be called in upon request, utilizing a rotation system, subject to four-hour emergency call-in.

Opportunity for initial training for fire investigators shall be offered no less than annually, when class is offered. Employees interested in certifying for FIU will be designated as trainee in the interim of certification and may be utilized as assistants in investigation. A maximum of Ten (10) employees shall be eligible to be CFIs and receive compensation and training paid for by the City.

Section 13.4 Car Safety Seat Installer

POSITION: Open to all personnel, non probationary. Opportunity to apply for this position of this program shall be posted annually to all personnel prior to available training courses. There shall be a maximum of eight car seat installers approved for receipt of compensation and training at City expense.

TRAINING: Must pass car seat installation certification course offered by appropriate governing body. Maintain certification through Continuing Education (CE) or refresher to maintain eligibility, if so desired by installer. Duty relief shall be granted for potential installers or continuing participants of this program to attend certification courses or continuing education.

COMPENSATION: Twenty-Four (24) hours Compensation Time shall be granted to employees who successfully complete certification and participate in the Car Seat Installer Program.

DUTIES: Supervise and install infant car safety seats in accordance with manufacturer's recommendations and in accordance to guidelines set forth by the certifying body. Installations to be performed on-duty.

Section 13.5 Juvenile Fire Setter Program

POSITION: Juvenile Fire Setter Counselor.

TRAINING: Must pass certification course and training set forth by governing body, currently Fire Safety Alliance and Office of the State Fire Marshal (OSFM).

DUTIES: Two (2) members per incident shall be called in when needed to: visit, counsel, mitigate, and refer to medical care, juveniles that are suspect or inclined to be prone to fire-setting by accidental or intentional means. Members of this program shall follow parameters set forth by the governing and certifying agency.

COMPENSATION: Members of this program shall keep track of time worked in this program and report time worked to the officer in charge of the duty roster for that specific day. Hours worked should be tracked and confirmed by members of this program and the Fire Chief as well.

Members shall be paid at one and one half times their hourly rate for hours worked. Payment shall be on a quarterly basis. There shall be a maximum of eight employees approved for participation in this program and eligible to receive compensation and training for by the City.

ELIGIBILITY: Positions for this program are open to all Non-Probationary Members of the Belleville Fire Department. The Fire Chief shall post, no less than once a year, a list for eligibility and opportunities for training for members and potential members of this program. Duty relief shall be provided for members to attend training classes for this program and continuing education.

ARTICLE XIV. SICK LEAVE

Section 14.1 Purpose

Sick leave with pay is provided as a benefit in recognition that the employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick.

Section 14.2 Annual Benefit

Accumulation of sick leave shall be unlimited. Employees shall earn ten (10) hours of sick leave each month of service, which equates to one hundred and twenty (120) hours annually. Accumulation shall continue during the time the employee is disabled from injury or illness in the line of duty. Sick leave cannot be taken before it is actually earned. An employee whose seniority is terminated for any reason forfeits all accumulated sick leave unless provided otherwise in this Agreement.

Section 14.3 Allowance

Any employee contracting or incurring any non-employment connected sickness or disability shall receive sick leave with pay as set forth in this Article. No sick leave shall be used for vacation, nor to extend vacation, nor to extend time off. Sick leave shall be used in no less than fifteen (15) minute increments. Compensation for authorized use will be made at the employee's regular rate of pay. Employees who sustain on-the-job illness, injury or disability shall be compensated as provided by State law. Sick leave may be used in addition to injury in the line of duty time.

Section 14.4 Notification

Notification of absence due to sickness shall be given to an individual designated by the Fire Chief as soon as possible, but no later than one (1) hour before the start of the

employee's work shift unless it is shown that such notification was not feasible. Notification shall be provided on the first day of such absence and every day thereafter, unless this requirement is waived by the Chief or the employee provides a physician's verification of anticipated absence. Upon return to work, employees must submit a duty absence form as required by the Fire Chief regarding sick time taken. Such documentation must be submitted to the office by the end of the return shift. Failure to properly report or document an absence may be considered an absence without pay and may subject the employee to discipline, as well.

Section 14.5 Medical Examination

The Employer may, at its discretion, require an employee to submit a physician's verification of illness, provided such requests for verification will not be used to unduly harass employees. If the employee has been or will be absent for two (2) consecutive shifts, the City may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will reimburse the City for the sick leave and the City may deduct such amounts from his/her paycheck. The City, at its option, may require an employee to submit to an examination by a physician or other appropriate medical professional chosen by the City. If the City requires an employee to submit to an examination by a physician or other medical professional designated by the City, the City will pay the medical expenses to the extent that they are not covered by insurance (i.e., without any out of pocket expenses to the employee).

In the event of any dispute between the employee's personal physician and the City's physician, the employee may request that the dispute be submitted to a third physician mutually selected by the employee's physician and the City's physician. The opinion of the third physician shall be determinative of the employee's actual illness or fitness to return to duty, and the cost of the third opinion will be split equally between the employee and the City.

Section 14.6 Retirement Benefits

There shall be no pay upon separation for unused sick leave, except for regular and any disability "retirement" as defined by Article 4 of the Illinois Pension Code, in which case the City shall compensate the retiring employee as follows:

- A. Employees who retire shall be eligible for cash payment of unused accumulated sick leave at the rate of \$ 1.50 per hour for the first 1000 hours and \$ 3.75 per hour for all accumulated sick leave over 1000 hours.
- B. Payment for Accumulated Unused Sick Leave Toward Insurance. Any employee who retires may select, as an alternative to cash payment, to apply the value of his/her accumulated sick leave payment to purchase continued group medical insurance at the group rate. The value of sick hours shall be \$ 1.50 per hour for the first 1000 hours and \$ 3.75 per hour for all accumulated sick leave over 1000 hours.

An employee eligible for this benefit must select at the time of retirement, to apply his/her unused sick leave payment for this purpose. Once the payout determined under this Section has been exhausted, the Employer will notify the retiree, and the retiree will have the option of continuing the group medical insurance at his/her expense in accordance with applicable state statute, and as provided in Section 11.3 above.

Section 14.7 Sick Leave Death Benefit

The City agrees to pay to the family of any employee of the Fire Department who dies or is killed in the line of duty or who dies from a job related illness or disease as defined in the Pension Codes full pay for every hour of unused sick leave accrued by said employee.

Section 14.8 Contagious Disease Vaccines

Accidental exposure to any types of occupational diseases. (HEPATITIS "B" and AIDS)

The Employer agrees to comply with the applicable State Statues concerning employees who in the line of duty become exposed to and/or contract Hepatitis "B", AIDS and/or other contagious diseases.

The Employer and the Union shall, regarding the recently enacted Public Act 85-135, relating to AIDS and communicable diseases, under the Hospital Licensing Act, take all necessary actions to insure implementation and compliance with the amended Act, between the Fire Department and the area's Hospitals.

Section 14.9 Sick Leave Benefit Transfer

Individual employees may transfer up to 96 hours of sick time to another employee who has exhausted their sick and other paid time benefits during a single absence. Employee must have 360 hours of sick time in reserve in order to transfer time.

Section 14.10 Sick Time Buy Back

The City hereby agrees to buy back forty-two (42) hours of sick time per year at the employee's hourly rate from any employee who meets the following requirements:

- A. Employee must have 400 hours of sick time in reserve at time of buy back.
- B. Employee must not have used more than forty-eight (48) hours of sick time during the previous fiscal year.
- C. Sick time Buy Back request shall be submitted to the Fire Administrative Office prior to the close of business on April 1.

Employees who transfer sick time to another member as outlined in Section 14.9 will NOT be affected.

ARTICLE XV. VACATION

Section 15.1 Vacation Time Benefit

Employees assigned to 24/72 hour shifts shall be awarded annual vacation time each calendar year in accordance with the following schedule:

Length of Completed Continuous Service	Number of 24-Hour Shifts Per Year
After 1 year of service	3 shift days per year
After 5 years of service	5 shift days per year
After 12 years of service	8 shift days per year
After 20 years of service	10 shift days per year

Section 15.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay.

Section 15.3 Selection Requirements

The employee may take their vacation periods at any time during the fiscal year. Selection of vacation periods shall be by seniority in service. There may be two (2) employees per battalion on vacation throughout the year.

The FIRST choice vacation selection will be posted on January 10th and will be picked up on March 15th. First choice vacation selections must be taken in consecutive shifts if more than one shift off is desired.

The SECOND choice vacation selection will be posted on March 16th and will be picked up on April 30th. Second choice vacation selections must be taken in consecutive shifts if more than one shift off is desired. The vacation lists shall be subject to the approval of the Fire Chief.

After the first and second choice vacation picks have been made, vacation may be used in 12 hour increments, but no earlier than May 1st.

After April 30th, vacations or other scheduled time off will be scheduled on a first come, first served basis.

On or before January 1, the City will provide employees notice of any unscheduled vacation leave. Employees, by February 1, shall have submitted a written request to the Chief or his/her designee to carry over up to two (2) 24-hour shifts, including twelve (12) hour shift increments. Each member may, at the member's discretion, carry over up to

two (2) 24-hour shifts of vacation, forty-eight (48) hours total, to the next fiscal year. The carried over shift(s) shall be scheduled after the first and second choice vacation selections have been made for the coming fiscal year.

Involuntary transfer or promotion and transfer of a member shall not affect any scheduled vacation periods.

The City will agree to permit 12 or 24 hours of vacation to be cashed in during April of each year rather than have it carried over to the next fiscal year. Notice of intent to cash in the shift must be given by the close of business April 1 with the payment to be made before the end of the fiscal year.

Section 15.4 Vacation Cancellation

Any first or second choice of vacations or personal holidays that are cancelled will be offered to the next senior employee on that battalion from which the vacation opening is created. The Fire Chief's office shall make effort to notify all employees eligible for canceled vacation openings. The following guidelines shall apply:

- A. The day(s) will be offered to the employee who did not have an opportunity for the selection of the day(s) and/or where the employee's first vacation choice was not used prior to the day(s) in question. The vacation process will then proceed in seniority from that point.
- B. Any vacations or personal holidays: first, second, or other choice, that are canceled due to: Illness, Injury, Personal Leave, Disciplinary Action, Promotion out of the Union, or Lay-off, will be offered to the next senior employee on that battalion from which the leave opening was created following the above stated guidelines.
- C. If an employee requests to transfer to a different battalion and there are already two (2) employees on vacation from that battalion, the employee, requesting transfer, must change the conflicting vacation choice to an available date.

Section 15.5 Vacation at Retirement

Employees may elect to use accumulated vacation time at retirement for insurance premiums in accordance with Section 14.6 but on a dollar for dollar basis.

Section 15.6 Payment Upon Separation

Employees, or their estate in case of death, shall be compensated for all earned but unused vacation at the time of separation.

Section 15.7 Personal Day Selection

Each employee shall be granted twenty-four (24) hours of personal leave, which may be taken during the fiscal year on a first come first served basis, with a minimum of 24 hours notification to the Fire Chief. There may be only one employee per shift on a personal holiday at a time. Overtime will be paid to accommodate personal holidays. Employees may take personal leave in 12-hour increments. Each employee may carry

over 12 hours of personal leave to the next fiscal year, subject to the approval of the Fire Chief, with said approval not being unreasonably withheld. Employees may elect to use an unused Personal Day at retirement for insurance premiums in accordance with Section 14.6 but on a dollar for dollar basis.

Section 15.8 Compensation Time at Retirement

Employees may elect to use accumulated Compensation time at retirement for insurance premiums in accordance with Section 14.6 but on a dollar for dollar basis.

ARTICLE XVI. BEREAVEMENT LEAVE

Section 16.1 Bereavement Leave

In all cases of the death of the mother, father, spouse, child, step-child, mother-in-law or father-in-law employees of the Fire Department of the City shall be given time off not to exceed two (2) twenty-four (24) hour shifts with pay. In all cases of the death of other members of the immediate family of employees of said Fire Department, immediate family being defined as grandchildren, sister, brother, grandfather, grandmother, step-father, step-mother, brother-in-law, sister-in-law, grandfather-in-law, grandmother-in-law, said employees shall be given time off not to exceed one (1) twenty-four (24) hour shift with pay.

In the event an employee is requested to be a pall-bearer on a regularly scheduled shift, the employee may use accumulated sick leave for such time off, not to exceed one (1) twenty-four (24) hour shift.

Section 16.2 Bereavement During Vacation

In the event of a death in the immediate family while on vacation, any unused vacation days will be canceled immediately and bereavement leave will begin. All remaining vacation days may be used as Personal Days.

ARTICLE XVII. JURY DUTY AND LAWSUITS

Section 17.1 Jury Duty Compensation

Jury duty with weekend and overtime protection language. Employees called to jury duty shall be granted time off without loss of pay or benefits for the duration of the employees entire period of service to the court system. In order to receive such time off with pay, the employees shall sign over or otherwise deliver to the employer any and all compensation received by the employee for such jury duty or service. Jury duty time off shall be counted as hours worked when calculating any overtime pay which may be due an employee.

Section 17.2 Third Party Lawsuit Protection

Lawsuits (third party) protection in the line of duty. The Employer shall hold employees harmless from any payment for damages or moneys which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement.

Employees shall have legal representation provided by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties. Employees shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article. The Employer shall provide the protection set forth above so long as the employee is acting within the scope of said employee's employment and where the employee cooperates with the Employer in defense of the action or actions or claim. The City shall indemnify its employees to the fullest extent permitted by law; but this Section shall not be construed to provide indemnification of any employee's non-job-related liability or for punitive damages.

ARTICLE XVIII. SCBA MEDICAL EVALUATION

Section 18.1 Testing Authority

Pursuant to state regulations adopted by the Illinois Department of Labor, Safety Inspection and Education Division, (IDOL), employees covered by the terms of this agreement who are normally assigned to fire suppression duties, which requires that the employee regularly wear a Self Contained Breathing Apparatus/Respirator (SCBA), are required to be medically evaluated regarding the employee's fitness to utilize (SCBA) equipment. The employee SCBA screening and evaluation is done primarily to demonstrate the employee's fitness for use of a SCBA in the performance of the employee's job duties.

Section 18.2 Evaluation Guidelines and Standards

The City shall give thirty (30) days prior notice of the test. If the employee is unable to attend the scheduled test date, the employer and employee shall reschedule the test within 15 days of the employee's return to duty. Such evaluation shall be done on the employee's regularly scheduled duty shift. The Medical SCBA Evaluation shall be performed by an appropriate medical professional, qualified to administer a blood pressure test, and a lung capacity test, i.e. a state licensed and/or certified physician, nurse, or paramedic. The forms and guidelines for use in the employees SCBA Medical Evaluation are attached hereto as Appendix B. Section B.3 and made part of this Agreement.

Section 18.3 SCBA Evaluation Results

The SCBA evaluation results recorded on Appendix B. Section B.1 Evaluation Form, shall be treated as confidential between the physician or other medical professional and employee and shall not be disclosed to the employer. The physician or other medical professional shall only be authorized to certify to the employer whether the employee has passed or failed the Medical Evaluation for SCBA Users, using the agreed form as set forth in Appendix B Section B.2.

ARTICLE XIX. MANAGEMENT RIGHTS

Section 19.1 Management Rights

Except as specifically limited by the express provisions of this Agreement or applicable State Statutes, the City as the Employer retains all traditional rights to manage

and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, to determine matters of inherent management policy and to implement decisions with respect thereto. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Fire Department; to determine the Employer's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization, and number of personnel by which such operations are conducted; to determine whether goods or services shall be purchased; to contract out work; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Employer; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and applicable State Law. The Employer agrees that work currently performed by employees covered by the terms of this Agreement shall not be contracted out up to and including the "Term of Agreement" and during the pending of impasse procedures pursuant to State Law and/or as provided by successor agreements, except in case of an existing emergency beyond the capabilities of all the employees of the Department.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

Section 19.2 Other Employment

Any employee working for an entity other than the Employer will hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving said employees work for such other entity. In the event that an employee is employed by an entity other than the Employer, said employment shall not adversely affect the performance of said employee's regular duties. Neither shall such employment, constitute nor appear to constitute, a conflict of interest with employment by the Employer. Should an employee's employment by an entity other than the City violate the terms of this Section, either the employee will be required to terminate the employment with the entity, or the employees employment with the City may be terminated.

Section 19.3 Civil Emergency Conditions

If the Employer determines that an extreme civil emergency condition exists, including civil disorders, such as riots, tornado conditions, floods or other similar such catastrophe, the provisions of this Agreement may be suspended by the City during the time of a declared emergency, provided such declaration is made pursuant to applicable State Law. The applicable wages and rates of pay shall be maintained during such declared emergency and the contract shall be reinstated upon the conclusion of the

declared emergency along with the employee's right to grieve action taken during the suspension of the Contract's application.

ARTICLE XX. DRUG TESTING

Section 20.1 Drug Testing

In order to protect the safety and health of the employees and the public, while preserving the rights of individual employees, the parties agree that the City may require the employee to submit to alcohol and/or drug testing procedures as follows:

- A. Whenever the City has reasonable suspicion to believe that an individual employee is then under the influence of alcohol or controlled substances, the City may require the employee to submit to testing for purposes of determining the presence of such substances. There shall be no random, mass, or periodic testing;
- B. The order to submit to such testing shall be delivered to the employee in writing at the time the order is given, setting forth the objective facts and subjective conclusions drawn from those facts that established the basis for reasonable suspicion;
- C. In no event shall employees who are ordered to submit to such testing have the right to refuse to submit, and an employee's right to contest shall be limited to filing a grievance after the test has been conducted;
- D. The City shall only use the services of a certified clinical laboratory for purposes of such testing. Sample collection shall be done in such a manner as to respect the employee's privacy, unless there is evidence that the employee has attempted to adulterate the sample. An initial screening test and a confirmatory test (using gas chromatography, plus mass spectrometry or an equivalent scientifically accurate test) shall be conducted on each sample. A portion of the same sample shall be preserved by the laboratory for further testing by the employee at the lab of his/her choosing and expense. The laboratory shall only report positive test results where both the initial and confirmatory test results are positive;
- E. The parties agree that the foregoing shall not limit, diminish or otherwise restrict any rights that the employees may have under law.
- F. Nothing contained in this Article shall limit the authority of the City to require drug and alcohol testing as it deems appropriate for persons seeking employment as employees prior to their date of hire, for employees prior to promotion to another rank in the Department, or following a motor vehicle accident involving an employee as the driver or operator of equipment where significant property damage or a personal injury occurs, and the employee is determined at the time of the accident to be at fault. For purposes of this section, "significant

property damage” shall mean damage estimated to cost at least \$3,500.00 to repair or replace.

ARTICLE XXI. AFFIRMATIVE ACTION STATEMENT

Section 21.1 Affirmative Action Statement

The parties agree that they will not discriminate against any employee because of race, color, creed, national origin, ancestry, age, sex, handicap or any other situation which may be covered by Federal or State of Illinois Legislation. The parties shall further ensure and maintain a working environment free from harassment, intimidation and coercion at all sites and facilities at which the Union's members are assigned to work.

ARTICLE XXII. SAVINGS PROVISION / PARTIAL INVALIDITY

Section 22.1 Savings Provision

Nothing in this Agreement shall be construed as requiring either party to this Agreement to do anything inconsistent with Federal or State Law, or Local Ordinance or the final Order or Judgment of any court having jurisdiction over the parties.

Section 22.2 Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days or other agreed upon time to negotiate alternative language to substitute for the invalidated provision.

ARTICLE XXIII. MISCELLANEOUS LEAVE

Section 23.1 Unpaid Leave

An employee may request an unpaid leave of absence. Such request shall be granted or denied at the Employer's discretion.

Section 23.2 Military Leave

Employees serving in any military reserve units who are required to report for active duty shall be allowed time away from duty to serve. Salary and benefits shall continue for the duration of the reserve obligation, if required by state and/or federal law(s).

If economic benefits provided to the employee are not protected by state and or federal statutes, the employee shall be allowed to take an unpaid leave of absence provided that upon return from reserve duties the employee shall be reassigned with the same salary and benefits that the employee would have had having not been activated.

Section 23.3 State and Federal Laws

All leave shall be administered according to appropriate state and federal laws as amended from time to time.

ARTICLE XXIV. RESIDENCY

Section 24.1 Residency.

As a condition of employment, all employees with less than ten (10) years of service shall be required to reside within the corporate limits of the City of Belleville. All new employees shall have 15 months from their date of hire to comply with the residency restriction.

Fire department employees with ten (10) years or more of service shall be permitted to reside in any area that has the following ZIP codes: 62220, 62221, 62222, 62223, or 62226, or any future ZIP code considered a Belleville mailing address.

Employees with twenty (20) years or more of service with the City of Belleville Fire Department shall be allowed to reside within St. Clair County.

Notwithstanding the forgoing, employees shall not be subject to any residency restriction which is more restrictive than the restriction in place at the time of their hiring.

ARTICLE XXV. PROMOTIONS

Section 25.1 General

All promotions to the ranks of: Engineer, Captain, Battalion Chief, and Assistant Chief shall be conducted in accordance with the provisions of the Fire Department Promotional Act, 50 ILCS 742/1 et seq. and the provisions of this Article. In addition thereto, promotions shall be conducted in accordance with the provision of 65 ILCS 5/10-2.1 et seq. and the rules of the Belleville Fire and Police Commission except to any extent said provisions are inconsistent herewith. In the event of inconsistencies, this Article and the Fire Department Promotion Act shall prevail.

Section 25.2 Vacancies

This Article applies to promotions and vacancies in the ranks of Engineer, Captain, Battalion Chief, and Assistant Chief. A vacancy in such position shall be deemed to occur on the date which the position is vacated and on that same date a vacancy shall occur in all ranks inferior to that rank provided that the position continues to be provided and funded by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall continue in effect until all positions vacated have been filled or for up to a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 25.3 Eligibility

All promotions shall be made from Employees covered by this Agreement in the next lower rank who have at least two (2) years in that rank as of the date of the written examination.

Section 25.4 Rating and Weights

All examinations shall be impartial and shall relate to those matters, which will test the candidate's ability to discharge the duties of the position to be filled. The placement of the employees covered by this Agreement on the promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following four components weighted as specified:

	Eng./Capt.	AC/BC	
A. Written Examination	40%		40%
B. Seniority	15%		10%
C. Ascertained Merit	25%		25%
D. Subjective Evaluation	20%		25%

Section 25.5 Test Components

- A. Written Examination: The written examination shall be conducted and graded in accordance with 50 ILCS 742/35

- B. Seniority Points:
 - a. ENGINEER: The Candidate shall receive 1.0 point per year of service, with a maximum point total of 15 points.
 - b. CAPTAIN: The Candidate shall receive 0.5 point per year of service in the Department with a maximum of 5.0 points, plus 1.0 point per year of service in the rank of Engineer with a maximum of 10 points for time in rank, and a maximum total of 15 points.
 - c. BATTALION CHIEF/ASSISTANT CHIEF: The Candidate shall receive 0.25 points per year of service in the Department with a maximum of 4.0 points, plus 0.75 points per year of service in the rank of Captain/Battalion Chief with a maximum of 6 points for time in rank, and a maximum total of 10 points.
 - d. All seniority points shall be prorated for partial years of service with credit given for each full month of actual service in the Department or rank.

- C. Ascertained Merit: Total points 25, with 20 possible for certifications, and 5 possible for educational degrees as follows:

ASCERTAINED MERIT WEIGHTED TO 20 POINTS. CERTIFICATION BY OFFICE OF THE STATE FIRE MARSHALL. EACH ITEM VALUED AT 4 POINTS. 20 POINTS MAXIMUM.

ENGINEERS:

FIREFIGHTER III
APPARATUS ENGINEER
FIRE SERVICE VEHICLE OPERATOR
FIRE INSTRUCTOR I
HAZMAT TECHNICIAN A
TECHNICAL RESCUE AWARENESS
TRENCH OPERATIONS
RESCUE SPECIALIST-VERTICAL I (or Rope Operations)
EMT

CAPTAINS: Certifications for engineer may be used at 50% of their value.

FIRE OFFICER I
FIRE SERVICE INSTRUCTOR II (only if NOT already Fire Officer II)
FIRE PREVENTION OFFICER
FIRE INVESTIGATOR
FIRE INSTRUCTOR II
HAZMAT TECHNICIAN B
RESCUE SPECIALIST-CONFINED SPACE OPERATIONS
TRENCH TECHNICIANS
RESCUE SPECIALIST-VERTICAL II (or Rope Technician)

BATTALION CHIEF: Certifications for Captain may be used at 50% of their value.

FIRE OFFICER II WORTH 10 POINTS
FIRE INSTRUCTOR III (only if NOT already Fire Officer III)
FIRE INSPECTOR II AND PLAN EXAMINER
RESCUE SPECIALIST-CONFINED SPACE TECHNICIAN

ASSISTANT CHIEF: Certification for Battalion Chief may be used at 50% of their value.

FIRE OFFICER III WORTH 10 POINTS
FIRE INSPECTOR III AND PLAN EXAMINER

Certifications by the State Fire Marshall used for Ascertained Merit points may be changed or added to, upon mutual consent of the parties due to changes in standards by the Office of the State Fire Marshall or relevance to the position tested.

EDUCATION: Candidates shall receive points for the following:

Associate's Degree: 2 points

Associate's Degree in Fire Science:	2.5 points
Bachelor's Degree:	4 points
Bachelor's Degree in Fire Science:	4.5 points
Master's Degree:	5 points

The maximum education points shall be five (5).

D. The Subjective Evaluation shall be conducted in all respects in accordance with 50 ILCS 742/50 and will consist of multiple components consisting of a practical assessment worth 60% of the weight; merit evaluation worth 30%, and Commissioners' oral interview worth 10% of the weight.

E. VETERAN'S PREFERENCE: Veteran's points available under Illinois Municipal Code shall be awarded in accordance with 50 ILCS 742/55.

F. SCORING OF COMPONENTS: Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

Any member of the Fire Department who scores less than seventy (70) percent of the available cumulative score of the following components of a Promotional Exam: Written, Practical Evaluation (if applicable), and Oral assessment, shall not be placed on the final promotional list. Candidates shall be permitted to participate in all components regardless of an individual score.

If a candidate fails to reach the above-stated level, the candidate shall be furnished the scores of the components of the exam so as to review and protest pursuant to the Collective Bargaining Agreement between the City of Belleville, Illinois, and Belleville Firefighters IAFF Local 53: Section 25.6.

A candidate on the preliminary list who is eligible for a veteran's preference under the law and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotional list. The preference shall be calculated as provided under Section 55 of the Act and the Illinois Municipal Code with a maximum of 3.5 points, and added to the total score achieved by the candidate on the test. Military preference points may only be used for one promotion. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preference awarded. The final adjusted promotion list shall then be posted accordingly and provided to all candidates.

Section 25.6 Right to Review

Belleville Firefighters IAFF Local 53 or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination results, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority. Any disputes as to such matters may be resolved and remedied by filing a grievance as provided by Article 2 of this Agreement or otherwise provided by law.

Section 25.7 Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or separation, or any other cause, the appointing authority shall appoint to that position the person with the highest rank on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the final promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking candidate shall be subject to resolution in accordance with the grievance procedure in Article 2 of this Agreement.

Section 25.8 Maintenance of Promotion Lists

Final eligibility lists shall be effective for a period of three (3) years. The Employer shall take all necessary steps to ensure that the Fire and Police Commission maintains in effect current eligibility lists so that promotional vacancies are filled in no less than 90 days after the occurrence of a vacancy.

In the event that the Fire Department Promotion Act, 50 ILCS 742, is amended during the term of this Agreement, Local 53 and the City shall be able to reopen this article for the purpose of negotiating changes to be effective for the next promotional examination by serving written notice on the other party of its demand to bargain. In such event, the parties shall meet from time to time as mutually agreed to negotiate in good faith as to proposed changes. In the event that no agreement is reached after sixty (60) days from the date of notice or any mutually agreed extension, either party may invoke interest arbitration and the dispute shall be determined based upon the procedures of Section 14 of the IPLRA except that the arbitrator shall be selected using the arbitration step of this Agreement's Grievance procedure in Article 2 Section 2.3.

ARTICLE XXVI. DISCIPLINE, DISCHARGE AND INVESTIGATION

Section 26.1 Discipline

Discipline of employees for minor offenses shall be progressive and corrective in nature, designed to improve behavior and not merely to punish. Disciplinary actions

instituted by the City shall be for just cause (probationary employees with or without cause). Where the City believes cause exists to institute disciplinary action, the Fire Chief or his designee(s) shall have the option to assess, among others, the following penalties with the ability to impose any level of discipline commensurate with the misconduct.

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension without pay (up to 5 days by the Fire Chief as provided by 65 ILCS 5/10-2.1-17, as amended). The Fire Chief may also recommend suspensions in excess of 5 days to a maximum of 30 days (for any one offense) to the Board of Fire and Police Commissioners (BOFPC) as authorized by 65 ILCS 5/10-2.1-17, as amended.
- D. Demotion. The Fire Chief may recommend demotion to the BOFPC pursuant to 65 ILCS 5/10-2.1-17 as amended and the rules of the BOFPC.
- E. Dismissal. The Fire Chief may recommend dismissal to the BOFPC pursuant to 65 ILCS 5/10-2.1-17 as amended and the rules of the BOFPC.

The penalties assessed by the Fire Chief should be commensurate with the offense and appropriate documentation of the disciplinary action shall be included in the employee's personnel file. Oral reprimands assessed by the Fire Chief or his designee(s) may be appealed through the grievance procedure but shall not proceed beyond the City Council step of the grievance procedure.

Section 26.2 Disciplinary Investigations

When the City questions or interviews an employee concerning a matter that the employee reasonably believes disciplinary action may be taken against him or her based on the employee's responses to the questioning, the City shall:

- A. Upon request of the employee allow a Union officer or steward, if available, to be present during the interview in accordance with requirements of the decisions of the Illinois Labor Relations Board. A reasonable amount of time shall be provided for Union representation to be secured by the employee. If Union representation is requested. The interview will not proceed until Union representation is present, unless specifically waived by the employee. Union representatives cannot be any individual who is also a subject of the same investigation as a witness or employee who may be disciplined as a result of the investigation.
- B. In addition, in the case of questioning related to an investigation of misconduct which could potentially be the basis of a suspension in excess of twenty-four

(24) duty hours, any questioning shall be conducted in accordance with the standards of the Firemen's Disciplinary Act (50 ILCS 745/1 et seq., as amended). Nothing in this agreement shall be construed as a waiver of any obligations, benefits, or protections required and or accorded to the employee or employer by said Act. Except that an employee as a condition of arbitrating a claim that the Disciplinary Act has been violated must first freely execute a written waiver of the right to sue in court over the same alleged violation.

Disciplinary actions shall be imposed in a timely manner following the investigation. The Employer agrees to impose disciplinary actions within 30 calendar days of the date the Employer completes its investigation.

Section 26.3 Election of Grievance Arbitration for Discipline

Prior to imposing discipline involving a written reprimand, suspension, demotion or termination, the Chief or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline, and the factual basis therefore, in writing. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision of Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. Appeals of written reprimands shall follow the grievance procedure of this agreement. Disciplinary action against an employee involving a suspension, demotion or termination may be contested either through the arbitration procedure of this Agreement, with the approval of the Union as set forth below, or through the BOFPC, but not both. In order to exercise the arbitration option, an employee must execute an Election, Waiver and Release form ("Election Form" noted in Section 26.4). The election form shall be given to the employee at the time the employee is formally notified of the Decision of Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the Chief may impose the discipline set forth in the Decision to Discipline, and the arbitrator will determine whether the discipline was imposed with just cause and whether discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to have charges presented or to appeal discipline before the BOFPC in accordance with the Illinois statutes.

Employees suspended without pay for no more than 30 days, shall not have their employment benefits suspended during the period of unpaid suspension.

LIMITATION OF DISCIPLINE. Any oral reprimand recorded in an employee's personnel file may not be used after twelve (12) months to support subsequent disciplinary action. Any written reprimand recorded in an employee's personnel file may not be used after eighteen (18) months to support subsequent disciplinary action. Any suspension recorded in an employee's personnel file may not be used after forty-eight (48) months to support subsequent disciplinary action. All documented disciplinary action shall be removed from an employee's personnel file upon the expiration of applicable term.

Section 26.4 ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

NOTICE TO EMPLOYEE

I, _____, a member of the Belleville Fire Department of the ("City"), and a member of a Bargaining Unit represented by the Belleville Firefighters Association, Local 53, International Association of Fire Fighters, ("Union"), being proposed for discipline by the City, have been informed of my options to dispute discipline in accordance with the Collective Bargaining agreement between the City and the Union. I understand that I may elect to pursue a grievance over such discipline, or I may choose to dispute the discipline before the City's Board of Fire and Police Commissioners, but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other. I further understand I must present this notice to the Union within three (3) days. The Union must advise within an additional seven (7) days whether it will pursue this matter to arbitration on my behalf. The Union has the final authority on whether to approve this matter for arbitration. If I elect arbitration and the Union declines to authorize arbitration of this matter for any reason, this does not waive my statutory rights under the Illinois Municipal Code to have the matter heard by the Board of Fire Commissioners.

I have been given a written notice of the proposed discipline and the factual basis thereof. This notice has been presented to me on _____, 20____. I have the ten (10) calendar days, exclusive of today, to return this notice to the Fire Chief, or his Designee, indicating my choice of disciplinary forum. If I do not return this form electing arbitration then the proposed discipline will be subject to the Board of Fire and Police Commissioners.

Fire Chief or Designee: _____

Employee: _____

Union Representative: _____

ELECTION

I have had an opportunity to discuss these options with a Union representative and choose to dispute the proposed discipline before the following forum:

Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the City's Fire Chief has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator. Unless a settlement is reached, an arbitrator will determine whether the discipline was imposed with just cause and whether the discipline was excessive. By election to file a grievance over my discipline I hereby release the City, the Board of Fire and Police Commissioners and the Union, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the City's Board of Fire and Police commissioners. I understand that I have three (3) calendar days from my receipt of this notice to request authorization to arbitrate this matter from the Union, and that the Union has seven (7) additional days to submit this document as a request to arbitrate to the Fire Chief or his Designee. This document will be considered my grievance. In the event that the Union declines to arbitrate this matter or does not return this document within (10) calendar days from the notice of the Decision

to Discipline, the discipline will be subject to the jurisdiction of the City's Board of Fire and Police Commissioners.

Employee: _____ Date: _____

This disciplinary charge is hereby approved for arbitration by the Belleville Firefighters Association, Local 53, International Association of Firefighters. This document serves as written notice advancing this matter for arbitration in accordance with the Collective Bargaining Agreement:

Union: _____ Date: _____

BOARD OF FIRE COMMISSIONERS

By selecting an appeal of discipline before the City's Board of Fire and Police Commissioners, I understand that I will have a hearing over such discipline before the Board in accordance with its rules and the laws of the State of Illinois. I agree that such hearing shall be a waiver of the grievance arbitration procedures of the Collective Bargaining Agreement between the City and the Union. By election to have a hearing before the Board of Fire and Police Commissioners over my suspension, demotion or discharge, I hereby I hereby release the City, the Board of Fire and Police Commissioners and the Union, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the rules and regulations of the City's Board of Fire and Police Commissioners.

I hereby elect the City's Board of Police and Fire Commissioners and waive my rights to the grievance arbitration procedures of the Collective Bargaining Agreement between the City and the Union. I hereby acknowledge that charges will be filed as necessary with the Board of Fire and Police commissioners requesting my discipline, or that this document shall serve as my appeal of a suspension issued by the Fire Chief. This document will be considered my request for a hearing concerning this discipline.

Agreed: _____ Date: _____

Witness: _____ Date: _____

Received by the Fire Chief's Office: _____

Date: _____

ARTICLE XXVII. ENTIRETY AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. The City and the Union acknowledge that this agreement supersedes and cancels all ordinances, practices, side Agreements, and other understandings inconsistent with this Agreement. All practices, side agreements and other understandings not inconsistent with this Agreement will remain in effect.

Recognizing the fact that it is not possible for agreements of this kind to cover every contingency that may arise, both parties hereto, in conference, may and will make any mutually acceptable adjustments which appear desirable to meet changing conditions, with the understanding that such supplemental agreement(s) shall be put in writing, shall reference this Article and shall be ratified by the parties and signed by the Mayor, Union President and Union Secretary. Said supplemental agreements shall be attached to this Agreement and made a part thereof and subject to all of its other terms and conditions.

In agreeing to this Article the Union expressly does not waive its right to impact or effect bargaining for the life of this Agreement, as allowed under the Illinois Public Labor Relations Act.

ARTICLE XXVIII. TERM

Section 28.1 Term of Agreement

This Agreement shall be in full force and effect from May 1, 2015, through April 30, 2019, unless changed by agreement of the parties and all sections shall be governed by the State Collective Bargaining Act.

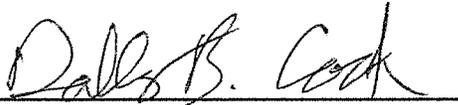
In Witness Whereof, the parties have set their hands, in duplicate, by their respective representatives this 20th day of April, 2016.

CITY OF BELLEVILLE, ILLINOIS


MAYOR MARK W. ECKERT

4-20-16
DATE

ATTEST:


CITY CLERK DALLAS B. COOK

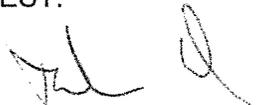
4-20-16
DATE

LOCAL NO. 53 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO, CLC


PRESIDENT JEFFREY S. FABRIZIO

4-20-16
DATE

ATTEST:


SECRETARY JOHN A. EACHUS, SR.

4-20-16
DATE

APPENDIX A. BASE PAY FOR ALL RANKS

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Firefighter					
Probationary	\$49,861.28	\$50,858.51	\$51,875.68	\$52,913.19	\$54,500.58
After First Year	\$54,696.10	\$55,790.02	\$56,905.82	\$58,043.94	\$59,785.26
2-4 Years	\$59,530.94	\$60,721.56	\$61,935.99	\$63,174.71	\$65,069.95
5-9 Years	\$61,591.66	\$62,823.49	\$64,079.96	\$65,361.56	\$67,322.41
10-14 Years	\$63,996.60	\$65,276.53	\$66,582.06	\$67,913.70	\$69,951.12
15-19 Years	\$66,745.74	\$68,080.65	\$69,442.27	\$70,831.11	\$72,956.05
20-24 Years	\$69,836.88	\$71,233.62	\$72,658.29	\$74,111.46	\$76,334.80
After 25 Years	\$71,104.06	\$72,526.14	\$73,976.66	\$75,456.20	\$77,719.88
Engineer					
2-4 Years	\$62,237.46	\$63,482.21	\$64,751.85	\$66,046.89	\$68,028.30
5-9 Years	\$64,391.90	\$65,679.74	\$66,993.33	\$68,333.20	\$70,383.20
10-14 Years	\$66,906.16	\$68,244.28	\$69,609.17	\$71,001.35	\$73,131.39
15-19 Years	\$69,780.29	\$71,175.90	\$72,599.41	\$74,051.40	\$76,272.94
20-24 Years	\$73,011.97	\$74,472.21	\$75,961.65	\$77,480.89	\$79,805.31
After 25 Years	\$74,295.06	\$75,780.96	\$77,296.58	\$78,842.51	\$81,207.79
Captain					
2-4 Years	\$64,524.98	\$65,815.48	\$67,131.79	\$69,020.42	\$71,091.04
5-9 Years	\$66,758.59	\$68,093.76	\$69,455.64	\$71,390.75	\$73,532.47
10-14 Years	\$69,365.26	\$70,752.57	\$72,167.62	\$74,156.97	\$76,381.68
15-19 Years	\$72,345.03	\$73,791.93	\$75,267.77	\$77,319.12	\$79,638.70
20-24 Years	\$75,695.46	\$77,209.37	\$78,753.56	\$80,874.63	\$83,300.87
After 25 Years	\$76,988.16	\$78,527.92	\$80,098.48	\$82,246.45	\$84,713.84
Battalion Chief	\$82,434.70	\$84,083.39	\$85,765.06	\$88,026.36	\$90,667.15

This wage schedule does not include educational incentives.

APPENDIX B. SCBA MEDICAL EVALUATION GUIDELINES AND FORMS

[To be revised per agreement of chief and department including a lung capacity test.]

CONFIDENTIAL

Section B.1 Confidential Medical Evaluation Form

Medical Evaluation Form for SCBA Users

Employee(print)_____ Date_____

Belleville Fire Department, Employer

PARTS I & II ARE TO BE COMPLETED BY THE EMPLOYEE

PART I. WORK AND SMOKING HISTORY

HAVE YOU EVER WORKED, OR DO YOU WORK IN:

Foundry	___yes	___no	when:_____
Mine	___yes	___no	when:_____
Quarry	___yes	___no	when:_____
Asbestos	___yes	___no	when:_____
Sandblasting	___yes	___no	when:_____
Textile Mill	___yes	___no	when:_____
Dust, Fumes or Chemicals	___yes	___no	when:_____

SMOKING HISTORY

Do you currently smoke? ___yes ___no
If yes, do you smoke ___pipe, ___cigarettes, ___cigar?
If yes, how long have you smoked? ___years
If yes, how many packs/units per day? ___
Are you an ex-smoker? ___yes ___no
If yes, how many years did you smoke? ___
If yes, when did you quit? _____
If yes, how many pack/units did you smoke per day? _____

PART II MEDICAL HISTORY

HAVE YOU EVER HAD OR DO YOU CURRENTLY HAVE:

A. Pulmonary	Yes	No	Year	Comments/Explanation
Asthma	___	___	___	_____
Emphysema	___	___	___	_____
Chronic Bronchitis	___	___	___	_____
Other Respiratory Problems	___	___	___	_____
Shortness of Breath	___	___	___	_____
B. Heart Disease	Yes	No	Year	Comments/Explanations
Hypertension	___	___	___	_____
Angina Pectoris (chest pain)	___	___	___	_____
Heart Surgery	___	___	___	_____
Other Cardiovascular Problems	___	___	___	_____
C. Psychological	Yes	No	Year	Comments/Explanations
Claustrophobia	___	___	___	_____
Anxiety Attacks	___	___	___	_____
Other Phobias	___	___	___	_____
D. Dermatological	Yes	No	Year	Comments/Explanations
Skin Hypersensitivity	___	___	___	_____
Allergic to Chemicals	___	___	___	_____
Other Skin Problems	___	___	___	_____

Employee Signature: _____ Date: _____

PART III EMPLOYEE EVALUATION
TO BE COMPLETED BY AN APPROPRIATE MEDICAL PROFESSIONAL

A. Prior to Donning a SCBA:

1. Blood Pressure: ____/____
2. Pulse: _____

B. Post Donning a SCBA:

1. Blood Pressure: ____/____
2. Pulse: _____

C. Observations:

1. Allergic skin reaction to SCBA materials: ___yes ___no
2. Claustrophobia/Anxiety attacks: ___yes ___no

COMMENTS: _____

Medical Professional's
Printed Name and Title: _____

Medical Professionals signature: _____
Date: _____

Section B.2 Evaluation Report Form to Employer

SCBA Medical Evaluation Report

To: Fire Chief _____

From: _____

Re: Employee SCBA Medical Evaluation Report

Employee: _____

Date: _____

THE ABOVE NAMED EMPLOYEE CURRENTLY MEETS
QUALIFICATIONS TO USE A SCBA/RESPIRATOR?

_____ YES _____ NO

COMMENTS:

Medical Professional's
Signature: _____ Date: _____

Section B.3 Guidelines for the SCBA Medical Evaluation Form

Parts I and II are to be completed, signed and dated by the employee prior to the examination. The Medical Professional (examiner) should review this material in making a determination on the employee.

Part I

These Questions are asked to establish the employee's potential prior exposure to SCBA/Respirator risk factors. Negative responses in this section will not necessarily disqualify an employee, but are used as a reference by the employee's or employer's physician(s) if the employee is referred for further evaluation.

Employees who are current smokers should receive information on the health risks of smoking and the benefits of quitting.

Part II

Section A

Indicates that an employee has the potential to develop respiratory difficulties under stress or may have a chronic respiratory problem which limits activity and disqualifies the employee for respirator use.

Section B

Employees with a history of heart disease risk factors are disqualified for respirator use unless the employee has a signed release from said employee's physician which states that the past condition has been corrected or is under control to the degree that it should have no effect on the employee's ability to perform the employee's job duties.

Section C

A history of claustrophobia or anxiety attacks does not disqualify an employee unless the history indicates that SCBA/Respirator use, or similar activity, initiates a claustrophobic or anxiety episode. Employees with a history of these conditions should be observed carefully during the evaluation at Part III.

Section D

An allergic reaction to materials used in the construction of the SCBA/Respirator which interferes with the employee's ability to function normally disqualifies the employee.

Part III

The medical evaluation is divided into two (2) parts--Prior to donning of the SCBA/Respirator and post-donning. SCBA/Respirators with a face piece are

designed to form a seal around the face while providing a fresh supply of air. Breathing with a SCBA/Respirator should be free and unrestricted and should not require physical exertion. The face piece should form a tight seal unbroken by eye glasses, facial hair or other obstructions.

Part III Section A 1

Employees with a resting systolic pressure greater than 140 or a diastolic pressure of greater than 90 are disqualified and should be referred to a physician for follow-up. The employee may retest at a later date if said employee has a signed release from a physician which states that the past condition has been corrected or is under control to the degree that it should have no effect on the employee's ability to perform said employee's job duties.

Section A 2

The employee is instructed to don the SCBA/Respirator and use it for approximately five (5) minutes. Employees should be seated and be rested for post-donning examination. Employees should ensure that their SCBA/Respirator is functioning properly.

Section B 1

Employees with a resting systolic pressure greater than 140, or a diastolic pressure greater than 90 are disqualified, and should be referred to a physician for follow-up. The employee may retest at a later date if the employee has a signed release from a physician which states that the past condition has been corrected or is under control to the degree that it should have no effect on the employee's ability to perform said employees job duties.

Section B 2

Any abnormal changes in pulse or a heart rate over 120 beats per minute disqualifies the employee until examined and cleared by a physician. Be alert for indications of claustrophobia and/or anxiety attacks.

Section B 3

Observe any unusual swelling, itching or rashes which occur due to contact with the SCBA/Respirator. An employee shall be disqualified if any such reactions interfere with the employee's ability to function normally.

The above referenced form is strictly confidential between the employee and the medical professional performing the evaluation. The medical professional performing the evaluation shall fill out the "SCBA Medical Evaluation Report" form to be delivered to the Employer.

Medical Evaluation Report to the Employer Form

If the employee is determined fit to use a SCBA/Respirator by the above standards, the medical professional is to mark the report form "yes" and sign, date and return the form to the employee for delivery to the Fire Chief's office.

If the employee has been disqualified or found unfit to use a SCBA/Respirator, the medical professional is to mark the report form with a "no" response and check the appropriate recommendation(s) and/or make other recommendations or comments, as appropriate, such as what the employee might be required to do to become qualified. The medical professional must sign and date the form mark it confidential, and return it to the Fire Chief's office. And a confidential copy sent to the President of the Local.

If found unfit to use a SCBA/Respirator, the employee should be sent for further evaluation by a qualified physician to determine if the employee is medically fit to use SCBA. (If test is given by other than a physician.)

LETTER OF UNDERSTANDING

Letter of Understanding as to Section 11.1 of the 2015-2019 Collective Bargaining Agreement between the City of Belleville and Belleville Firefighters Local No. 53, I.A.F.F., AFL-CIO, CLC

The Belleville Firefighters Local No. 53, I.A.F.F. and the City of Belleville hereby agree that should the City enter into a collective bargaining agreement with any bargaining unit of the City employees which provides for that unit to pay less in health insurance contributions than the Firefighters unit, then the firefighters contributions will be reduced to match those of the other unit.

For the Employer:

Mark W. Eckert

MAYOR

Date: 4-20-16

For the Union:

[Signature]

PRESIDENT, L53

Date: 4-20-16