

CITY OF ALTON
AND
LOCAL UNION #1255
OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
AFFILIATED WITH AFL/CIO
APRIL 1, 2022 THRU MARCH 31, 2026

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ARTICLE 1
PREAMBLE

This Agreement is a statement of policy of the City of Alton (hereinafter known as the "City") toward its employees, represented by Local Union #1255 of the International Association of Fire Fighters, affiliated with the AFL-CIO, of Alton, Illinois and vicinity (hereinafter known as the "Union").

WITNESSETH:

Whereas: The City is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and general well-being of all the people in this community; and

Whereas: The very existence of the City is conditioned upon carrying out its obligations and responsibilities to the public service; and

Whereas: This responsibility to the public is a mutual responsibility of employees and management, which requires that any disputes arising between the employees and management be settled in an orderly way without interruption of service; and

Whereas: Both the City and the Union hereby recognize this mutual responsibility of service to the public;

Now, therefore, in furtherance of harmonious relations among employees, the management and the public, it is mutually agreed as follows:

ARTICLE 2
RECOGNITION AND UNION SECURITY

A. RECOGNITION

The City of Alton recognizes, and agrees to bargain in good faith on all matters concerning wages, hours of work, and conditions of employment with, Fire Fighters Local #1255 as the sole and exclusive representative and bargaining agent for the following bargaining unit as established in ILRB Case No. S-UC-04-010:

INCLUDED: all full-time Firefighters below the rank of Deputy Chief employed by the City of Alton.

EXCLUDED: the Chief, the Deputy Chief and all other employees of the City of Alton.

B. MAINTENANCE OF MEMBERSHIP

All employees covered by this Agreement are encouraged to become and remain members in good standing of the Union.

C. FAIR SHARE

Any present employee, other than the Chief or Deputy Chief, who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day following their respective dates of hire, also be required to pay the fair share cost of the bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform monthly dues and/or assessment(s) paid by a member to the Union less that portion of said dues and assessments which are or may be used for political purposes.

D. PAYROLL DEDUCTIONS OF UNION DUES OR FAIR SHARE

1. During the term of this Agreement, the City agrees to make a payroll deduction each month/pay period of Union dues, fair share fee, initiation fee and assessments, in the amount(s) certified to be current by the Secretary-Treasurer of the Union from the pay of those employees covered by this Agreement who have voluntarily requested in writing that such deduction(s) be made. Involuntary deductions from the pay of non-Union members for the fair share fee shall remain in effect for the duration of this Agreement, or until a majority of the members of the bargaining unit no longer have voluntarily authorized deductions or are no longer dues-paying members of the Union.
2. The total amount of deductions shall be remitted to the Union within seven (7) days after the date of withholding, provided that nothing contained in this Article shall require the City to make any withholding unless and until the Union has notified the City of the address to which the total amount withheld should be sent. The Union shall also certify the amount of the dues, fair share fee, etc., to be withheld and the certified amounts shall not change unless and until the Union notifies the City that a different dues, fair share fee, etc., should be withheld.

E. FAIR SHARE OBJECTIONS

1. RELIGIOUS OBJECTIONS. The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet, or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

2. **OBJECTIONS ON OTHER GROUNDS.** Any non-member making a fair share payment may object to the amount of his/her fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with any such objection shall process his/her objection in accordance with the procedure set forth in Appendix A.
3. **NOTICE.** The Union agrees to notify all employees in the bargaining unit of the existence of the Fair Share provisions of this Agreement. Such notice shall consist of those provisions set forth in Appendix A., attached hereto and made part of the Agreement.

F. **INDEMNITY**

The Union shall indemnify and hold harmless the City against any and all claims, suits or judgments brought or issued against the City as a result of any action taken pursuant to the checkoff provision, including any costs incurred by the City arising from challenges to the fair share fee amount, provided that the City has not promoted or instigated such challenge. In the event of any legal action against the City brought in a court or administrative agency because of its compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

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

G. **UNION SECURITY TRIGGER**

Notwithstanding anything to the contrary therein, this Article's provisions on union security (requiring an employee who is not a member of the Union to pay a fair share fee, as a condition of employment) shall not be applicable if all or any part thereof shall be in conflict with *Janus v. AFSCME, Council 31*, but only to the extent of a specific conflict in which case any part that remains permissible shall be applicable.

Provided, if all or any part of this Article's provisions on union security become permissible by virtue of a change in applicable law, whether by legislative, administrative, or judicial action, the provision of this Article that becomes valid shall immediately apply.

Provided further, if there is any change in the law allowing, in substance, the Union to decline to represent a non-member and/or to charge a non-member any type of fee for representation services, the City at the Union's request will meet and bargain over that issue, following the procedures set forth in Article XXXI, Section F.

ARTICLE 3
AUTHORITY

This Agreement shall be subject to the provisions, rights, limitations and requirements of the Constitution of the United States, the Constitution of the State of Illinois, all Federal laws, and all superseding statutes of the State of Illinois. This Agreement shall take precedence over any section of the City Code or any rules or regulations of the Alton Civil Service Commission adopted pursuant to law.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1.

The City retains the exclusive right to operate and direct the employees of the City of Alton in all aspects in accordance with the authority granted by law and provided that such authority shall be exercised in a manner consistent with the terms of this Agreement.

These rights include, but are not limited to:

- A. The right to determine its mission and policies and to set all standards of service offered to the public;
- B. To plan, direct, control and determine the operations or services to be conducted by employees of the Fire Department;
- C. To determine the methods, means and number of personnel needed to carry out the mission of the Fire Department;
- D. To direct the entire work force of the Fire Department;
- E. To select, hire, schedule, assign and evaluate work of Fire Department employees;
- F. To promote employees;
- G. To suspend, discipline or discharge employees for just cause;
- H. To lay off or relieve employees due to lack of work or funds in accordance with Chapter 65, Illinois Compiled Statutes, Section 5/10-1-38.1;
- I. To make, publish and enforce reasonable rules and regulations;
- J. To introduce new or improved methods, equipment or facilities.

ARTICLE 5
SENIORITY DEFINITION

Seniority is defined as 'the length of accumulated service of each member of the Fire Department as the date of the first day of employment and shall not be reduced by lost time due to injury or sick leave or authorized leave of absence.'

When hiring more than one (1) Firefighter on the same date, preference of seniority shall be given to the Firefighter having the highest ranking on the Civil Service eligibility list.

ARTICLE 6
LAYOFF, RECALL AND COURT APPEARANCES

- A. If a reduction in personnel in the Fire Department becomes necessary, the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. Time in the Fire Department shall constitute total seniority. No new employees shall be hired until all laid-off employees have been given ample opportunity to return to work.

- B. If a member of the Alton Fire Department is subpoenaed for testimony in any matter related to his/her Fire Department duties, the following will apply:
 - 1. If the day of appearance is a duty day, the City will make all transportation arrangements and transport the Firefighter to and from the place where testimony is to be taken.
 - 2. If the day of appearance is on vacation or compensatory day, the Firefighter will receive another vacation or compensatory day.
 - 3. If the day of appearance is a regular off-duty day, the Firefighter will be compensated at the base rate plus longevity for the time involved subject to a four-(4) hour minimum.

- C. No bargaining unit member will be involuntarily laid off from their position during the term of this Agreement (through March 31, 2026) and any arbitration procedures for a successor Agreement. The City further agrees that it will not reduce the rank of a current bargaining unit member in an overstaffed higher rank, during the term of this Agreement (through March 31, 2026) and any arbitration procedures for a successor Agreement. After ratification of this Agreement, reductions in force and/or rank, if any, prior to March 31, 2026 will be due to attrition.

ARTICLE 7
GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance is defined as "an individual employee's and/or Union dispute, claim or complaint involving the interpretation, application or compliance of the provisions of this Agreement between Firefighters Local #1255 and the City of Alton, Illinois, or any grievance involving wages, hours of work and conditions of employment." Either party may request to consolidate grievances at any step of the process if the issues presented in the grievances are mutually agreed to be similar.

STEP 1 The Union shall notify the Fire Chief by registered mail or email, within ten (10) business days of knowledge of a grievance, that a meeting is requested to discuss the individual's or Union's dispute, claim or complaint, and attempt to resolve the grievance. This meeting shall be scheduled not later than ten (10) business days after proper notification by registered mail. The timeliness of the notification by the Union shall be measured by the official postmark stamped on the registered mail or the time recorded on the email. Failure to respond to the grievance within ten (10) business days will be considered denial of the grievance.

STEP 2 Should the aggrieved party and/or Union feel that the grievance was not satisfactorily settled at Step 1, the grievance shall be put in writing with the desired settlement, and be presented within ten (10) business days by registered mail or email to the Mayor. The grievance shall include citation to the contract provision allegedly violated and a summary statement describing the gist of the Employer's actions which allegedly caused such violation. A meeting shall be arranged within ten (10) business days with the Mayor, or his/her designee, Fire Chief, and the Union representatives and an attempt made to resolve the grievance.

STEP 3 Should the aggrieved party and/or the Union feel that the grievance was not satisfactorily settled at Step 2, within ten (10) business days after receipt of the Mayor's response, the Union and/or the Mayor shall notify the Illinois State Labor Relations Board (ISLRB) and request a panel of seven (7) qualified arbitrators consisting of members of the National Academy of Arbitrators. The Union and the City shall alternately strike names from the panel until one (1) remains, who shall be the impartial arbitrator.

The order of striking names from the panel, as to who strikes first from the list, shall be determined by a coin toss. The arbitrator selected shall conduct a grievance arbitration hearing on a mutually agreed time and date, not more than sixty (60) days after the neutral chairman is selected, but the parties may mutually agree to extend such time limit.

The City and Union shall each have the right to reject one panel of names. If a panel is rejected, a new panel shall be requested from ISLRB. The party who rejects the panel shall be responsible for the cost of the new panel. If the Union has neither made its first strike from the arbitrator candidate panel nor requested a second panel within fifteen (15) business days of the ISLRB's issuance of the panel, the

grievance shall be deemed withdrawn, provided that said fifteen (15) day limit may be extended by either party for an additional 30 days upon written notice to the other party.

Arbitration Fees/Expenses. The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses.

If the neutral arbitrator and/or both of the parties desire a court reporter and/or transcript of the proceedings, the arbitrator shall arrange for the court reporter and/or transcript, and the cost incurred shall be borne equally by the two parties, City and Union. In all other cases, the parties shall be responsible for the costs of their own transcripts.

All decisions reached under arbitration shall be final and binding on both parties.

ARTICLE 8 DISCIPLINE

- A. The City agrees with the tenets of progressive and corrective discipline, where appropriate. The City further agrees that disciplinary action shall be in a timely fashion and for just cause. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known.
- B. The City agrees that all disciplinary procedures and investigations that are conducted involving any employee that could result in suspension, removal, or discharge, and could result in loss of pay or benefits, will be conducted according to the "Firemen's Disciplinary Act" Chapter 50, Illinois Compiled Statutes 745/1 et. seq. All employees shall have the right to request, within one duty shift rotation, a bargaining unit member of their choice to be present during any disciplinary procedure conducted under this Section, or during questioning that the employee believes could lead to discipline. If no bargaining unit member has been chosen, within one duty shift rotation, the Executive Board member on duty that day shall be appointed to be present. If no Union Executive Board member is on duty that day the 1st Executive Board member contacted shall be appointed to be present. All attempts should be made to provide discipline in a timely manner.
- C. The Chief may terminate a newly-hired employee during his/her twelve (12) month probationary period without any further recourse.
- D. The City agrees that any employee who desires to appeal any proceedings pertaining to discipline, discharge, suspension, etc., shall be eligible to appeal the action of the City according to the provisions of this Agreement, Article VII Grievance Procedure unless the employee chooses to appeal to Civil Service. In the case of recommended discipline (suspension greater than 24 hours or discharge), the appeal will be of the recommended action of the City; and, no action is necessary until presentation and service of charges

and recommendation on the employee, a copy of which will also be served on the Union. The employee and Union shall have 10 business days from service of the charges to notify the City of whether the employee is appealing the matter through the Grievance Procedure or Civil Service. Once the employee has made an appeal process selection, it is agreed that the selection of appeal process cannot be changed.

- E. The City shall either (a) provide the Union with notice of a bargaining unit member's pending discipline upon authorization of the employee disciplined, or (b) provide the Union with notice of the discipline taken regarding an employee who elects to forego the presence of a Union representative, in which event, such disciplinary action will not bind the Union as a "precedent" in similar situations involving employees who have requested Union representation.
- F. In cases where an employee is presented and served with charges and a recommendation of discipline (suspension greater than 24 hours or discharge), the City shall also provide the employee a Notice Form and an Election Form as set forth in Appendix E at the same time. In order to perfect the grievance-arbitration option, an employee must execute the Election Form and the Union must submit the Form per the requirements of the CBA and as set forth in the Election Form.
- G. **LIMITATION OF DISCIPLINE.** Any written warning 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 twenty-four (24) 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. If the City is required by law to keep any record of a removed discipline, then the City will place it in a separate file and the City will not use to support subsequent disciplinary action and will not provide it to any outside person or entity unless compelled by law and then only with giving advance notice to the Union and the employee.

The Section on Limitation of Discipline does not apply to absences and tardies, which are addressed on a separate track and fall off on a different schedule.

ARTICLE 9 HOURS OF WORK

- A. The average workweek shall be forty-eight (48) hours per week, and the practice of "Kelly" days shall be extinguished. It is further agreed that any employee working 40 hours/week shall work an average of forty (40) hours per week based on an eight- (8) hour tour of duty.

FLSA Work Cycle. Employees shall have a 28 day work cycle which shall include eight (8) shifts of 24 hours each, for a total of 192 hours per work cycle.

- B. Regular tours of duty shall be twenty-four (24) consecutive hours of duty beginning at seven o'clock (7:00) a.m. on one day, and ending at seven o'clock (7:00) a.m. the following day, with seventy-two (72) consecutive hours off-duty except that, once each 28-day work cycle, employees shall work a rotating "8th shift" which shall not be subject to a 72-hour off guarantee, or in the case of emergency call-outs, or filling overtime vacancies due to sick leave, vacations, compensatory time, shift exchanges, floater personnel, etc.

Tours of duty for 40 hour/week employees shall be eight (8) consecutive hour of duty beginning at eight o'clock (8:00) a.m. and ending at four-thirty o'clock (4:30) p.m., with a one-half (1/2) hour unpaid lunch, or as mutually agreed to by the employee and the Fire Chief.

It is agreed that all employees scheduled to work an average of 48 hours/week and due to a change in schedule are required to work any duty hours without receiving seventy-two (72) consecutive off-duty hours, shall be entitled to one and one-half (1-1/2) times the regular hourly rate for all hours worked on the first shift of the scheduled change. This provision does not apply to employees working their "8th shift", or the position(s) of floater personnel as assigned by the Fire Chief whereby the monthly schedule has been mutually agreed to between the Chief's office and the employee.

Employees shall be scheduled off the 24 hours prior to and the 24 hours after his/her "8th shift". The "8th shift" shall be scheduled on a rotating basis with a normal rotation cycle of 23 calendar days between "8th shifts".

It is agreed that all employees scheduled to work an average of 48 hours/week and due to a change in schedule are required to work an "8th shift" without eighteen (18) calendar days having passed since last working his/her "8th shift", the employee shall be entitled to one and one-half (1-1/2) times the regular hourly rate for all hours worked on the first "8th shift after the scheduled change.

The short changing of an employee's schedule is addressed in Appendix H.

- C. The Application of the Fair Labor Standards Act shall be effective April 1, 1986, and shall be administered consistently with the terms of this Agreement.
- D. The City agrees that, in the interest of efficient and adequate fire protection to the City, and in the interest of health and safety of its Firefighters, to at all times man in service fire pumpers with a minimum of three (3) employees (one officer) (one engineer) (one firefighter), all rescue units with two (2) employees (one officer) (one engineer), all aerial equipment with two (2) employees (one officer) (one engineer), and the "Quints" with a minimum of four (4) employees, including (one officer) (one engineer), and the Battalion Chief vehicle to be staffed at all times with one (1) Battalion Chief.

The City may continue to use one Ram 5500 vehicle which it owned as of 3/1/19 as the Battalion Chief vehicle. Any new, additional or replacement to be used as the Battalion Chief vehicle must have a single rear wheel axle with a GVWR no greater than 14,000 pounds and a rear cargo compartment area that will exceed 120 cubic feet of compartment

space and 160 cubic feet of bed area that is covered or uncovered measured from the top of the cab.

In the event the City maintains in service three pumping apparatus (any combination of Quints and Pumpers), the City may man the Quints with a minimum of three employees, including (one officer) (one engineer).

The Fireboat shall be manned with a minimum of four (4) qualified personnel; one shall be an officer or designated to perform officer functions.

Forty hour employees will not be counted towards daily shift or apparatus manning except for the Fireboat.

Any unit designated as an "ALS" unit must have at a minimum, one EMT-paramedic and one EMT-basic.

The addition of any other equipment, not presently in service in the Alton Fire Department, shall be manned by mutual consent of the two parties, the City and the Union, provided such consent shall not be unreasonably withheld by either party.

This equipment manning provision would not affect the practice whereby the Fire Chief sends employees to training classes of short term duration during on duty time that are located within 5 miles of either Alton Fire States per MapQuest or similar mapping software, and they would be available to respond to emergencies and they would be available to respond to emergencies.

Ambulance staffing is addressed in Appendix F. For the duration of the collective bargaining agreement and during negotiations for a successor agreement including any arbitration proceedings, the City agrees to refrain from assigning bargaining unit members from performing any patient transfers when only one ambulance is staffed. Emergent and non-emergency transfers may be assigned when more than one ambulance is staffed.

Staff all Utility Task Vehicles (UTVs or Side by Side) with 2 personnel, 1 Officer (Battalion Chief or Captain) and 1 non-officer (Engineer or Firefighter). If the UTV has a fire pump, the non-officer position must be filled by someone qualified to work as an Engineer. If staffing of a UTV causes overtime, staffing will be done according to Article 10 Overtime. For the purpose of this Agreement, a UTV with a pump must not carry SCBA, must not engage in structural fire attack, and must have a pumping capacity of less than 250gpm. (UTV MOU dated 12/2/2021)

ARTICLE 10
OVERTIME

Section A . Procedure for Filling Vacancies - Move Up/Overtime

Except for Emergency Call-Outs, vacancies in shift positions due to scheduled or unscheduled absences shall be filled according to the following procedure:

1. First by assigning any extra employees present on the shift that day to positions they are qualified to fill;
2. Unscheduled Absences shall be filled by calling in employees from the overtime list holding the rank corresponding to the position in which the vacancy exists. In the event that the unscheduled vacancy cannot be filled by personnel from the corresponding rank, personnel from the next higher rank will be called;
3. Scheduled Absences shall be filled as stated above in (2), but an exception to this procedure may be used if there is a need to equalize overtime assignments among all eligible employees. A need to equalize overtime shall be determined by checking the eligible employees on the department's single overtime list. Overtime assignment shall begin with the employee with the lowest individual overtime number.

4. Definitions

For the purpose of this section:

- (a) A scheduled absence is "one that is known when the schedule is posted no later than 2 weeks prior to the beginning of the next FLSA cycle." An unscheduled absence is "one that does not become known until after the schedule is posted" and;
 - (b) A qualified employee is defined in Article 12, Working Out of Classification. In the absence of such an employee on duty, then only members meeting the qualifications to work in the rank where the vacancy exists should be contacted for the overtime assignment.
5. Move Up and Equalization Overtime Assignment
If any employee below the rank for the position in which the vacancy exists has a lower individual number, the vacancy shall be filled by moving the eligible qualified on-duty employee from the lower rank and filling the vacancy in the position created by the move with the employee selected from overtime list with lowest individual number.

EXAMPLE If the vacancy is in the position of Captain and if a Firefighter has the low individual number, an on duty Engineer and Firefighter would be moved up to Captain and Engineer respectively and the Firefighter called in from the overtime list; if a Captain has the low number, no move-ups would be made and the Captain would be called from the overtime list.

Section B. Overtime Distribution

1. The overtime allotment list will be maintained by the Battalion Chief.
2. The overtime lists shall be based on job seniority, and shall continue with the most senior employee and progress down to the most junior employee.
3. Any employee refusing overtime shall lose his/her turn and be assigned an individual number equal to the number of hours of overtime being offered.
4. Any employee may remove himself/herself from overtime list at any time by submitting a written request to the Battalion Chief's office. Said employee may choose to be reinstated at any time by submitting a written request to the Battalion Chief's office. Said employee will be assigned the number equal to the highest individual number on current overtime list at time of reinstatement.
5. No employee's individual number shall be changed due to a promotion.
6. If the overtime assignment would cause the employee to be on duty for more than 48 hours of a 96-hour period, the employees shall have the right to refuse the overtime assignment without being charged.
7. If an employee is off on any type of leave (sick leave, compensatory day, vacation leave, bereavement leave, administrative leave, union leave, school leave, personal leave, etc.), the employee is eligible to be contacted for overtime. In such cases any employee contacted shall have the right to refuse the overtime assignment and such refusal shall not be charged against the employee. The employee is responsible for advising Battalion Chief conducting overtime distribution that he/she is currently on leave. This exemption does not apply to time trades. This in no manner affects emergency call outs.
8. Inability to contact any Firefighter for overtime shall not be considered cause to lose his/her turn on the overtime list.
9. Overtime allotment shall be no more than 12 hours. If there is a 24-hour vacancy to be filled the first person contacted will have the option to pick the first 12 hours or the second 12 hours. The second person contacted will be given the hours not picked by the first. Overtimes greater than 12 hours will be split evenly, except for unscheduled overtimes that begin after 1600 hours which will be filled by one person.
10. If the vacancy is on the Ambulance, employees meeting the qualifications for the vacancy shall be contacted first. If no qualified employees are available, then non-qualified employees shall be contacted and on-duty personnel will be moved to the Ambulance.

Examples: If a paramedic is needed, paramedics will be contacted. If no paramedics are available, all remaining personnel shall be contacted to fill the spot. If an EMT is needed, all paramedics and EMTs shall be contacted. If no paramedics or EMTs are available, remaining personnel shall be contacted.

11. Battalion Chiefs shall have the right to refuse an overtime assignment on the ambulance without being charged an overtime number. A Battalion Chief who takes on overtime on the ambulance will be expected to perform to the level of his/her licensure.

Section C. Overtime Compensation

1. Emergency call out. The employee shall receive one and one-half (1½) times his/her hourly rate for all hours on duty due to an emergency call out. At any time there is an alarm that goes beyond a Box Alarm, the entire sister shift of the on-duty shift will be called out.
2. Vacancies. The employee shall receive one and one-half (1-½) times his/her hourly rate for all hours on duty when filling any vacancy by overtime.
3. Any employee who is regularly scheduled to work 40 hours per week shall be included in the overtime rotation list of that rank, and be eligible to work overtime the same as 24-hour shift employees. Pay for working overtime under these conditions shall be the same rate as if the employee were a regular 24-hour shift employee.
4. The employee shall receive two (2) times his/her hourly rate for all hours on duty when filling any vacancies by overtime on holidays as specified in Article XX, Section A.
5. Hold over pay. In the event an employee is held over past the normal termination of time of their regular duty shift, they shall not be compensated for the first fifteen minutes. In the event the employee is held over 16 minutes or longer, the employee will be paid minute for minute retroactive to the beginning of the hour at time and one half.

ARTICLE 11 CALL BACK RATE

When a regular full-time employee is called back to work after his/her regular working hours for emergency work (including Arson Investigations callouts), the minimum compensation shall be two (2) hours of work.

Any employee required to work under the provisions of this Article shall be compensated according to the provisions of Article X, Section C, if applicable.

ARTICLE 12
WORKING OUT OF CLASSIFICATION

- A. Anytime any employee is required to work in a higher paid rank for eight (8) hours or more during any tour of duty, the City agrees to pay the employee affected the regular rate of pay for that rank, retroactive to the first hour the employee worked in that rank. The City will continue to pay the employee as long as his/her services are required in that rank.
- B. It is further agreed that employees on their respective promotional eligibility list will be moved up first. If there is no promotional list in effect, the expired promotional list will continue to be utilized until the completion of the new list provided that, if the senior employee is a Paramedic whose movement would leave an ALS Unit short a Paramedic and it is not possible to assign another on-duty employee who is a Paramedic to the ALS Unit, the next most senior qualified employee shall be moved and the assignments to maintain EMS continued. In this event, the Paramedic passed over for the move up shall have first priority for the next move up opportunity that occurs when the employee is working.

Those requesting to refuse move-ups from the lower rank will do so in writing at the start of the new promotional list. The move-up refusal will be in effect for the duration of the promotional list, and expire with the posting of the new list. Move-up refusal must be renewed at the start of the new promotional list if desired.

- C. If there are no employees on duty on the current promotional list, employees who are move up eligible shall be moved up to the next higher rank. In order to be move up eligible, an employee must have completed the required time in grade and the required educational material for the next higher rank. If more than one move-up eligible employee is on duty (not counting members on the promotional list), the move-up shall go to the move up eligible member with the most time in rank. If there is no employee on duty on the promotional list, or who is move up eligible, then the vacancy shall be filled by calling in an overtime from that appropriate rank to fill the vacancy that exists.

The time in rank requirement shall be:

Firefighter: 1 year
Engineer: 1 year
Captain: 18 months

The educational requirement for each rank shall be determined by the Fire Chief and class availability on Fire Rescue 1 Academy, or similarly agreed upon educational program by the Fire Chief and the Union.

- D. It is agreed by the City and Union that the employees on their respective promotional lists shall be assigned to shifts to distribute the first four (4) positions equally among the shifts in order to gain experience in the higher paid rank, unless it is mutually agreed to by both parties involved.

- E. In the absence of the Deputy Chief if there is a reasonable expectation that a Battalion Chief will be assigned to an emergency out of the City Limits for more than two hours the Battalion Chief position will be backfilled with a bargaining unit member.

ARTICLE 13
PREVAILING RIGHTS

- A. The long-standing policy of "time trading" in the Alton Fire Department shall be maintained and continued for all employees. It is agreed that all time trades shall be subject to prior approval by the immediate supervisor of the member asking to trade time. All time trades must be with an employee that can perform the assigned position the employee is scheduled in. All time trades shall be noted in the company log and a record of all time trades maintained by the Battalion Chiefs.
- B. Any employee who exhausts all of his/her accrued sick leave due to an injury or illness shall be allowed to have other qualified employees donate time working his/her shift. This is strictly voluntary on the part of those employees donating time. The employee for whom the time is being donated shall maintain his continuity of service and shall receive his/her normal pay.
- C. All employees shall have the privilege of working on personal projects while on duty provided the project does not conflict with their Fire Department responsibilities and subject to the guidelines set forth by the Chief of the Fire Department.
- D. Any employee shall be allowed to engage in outside employment on his/her scheduled time off subject to the callback provisions to provide emergency service for Fire Department emergencies. Any such outside employment shall not conflict in any way with his/her position as a Firefighter with the City of Alton.
- E. The City agrees to furnish all Fire Stations with adequate and standard furniture, including stoves, refrigerators and beds. In addition, the City agrees to furnish adequate janitorial supplies required to properly maintain the various Fire Stations in a safe and sanitary condition.
- F. Regular monthly or special Union meetings may be held at any Firehouse within the City after 6 p.m. Station No. 1 shall be the primary meeting location unless the Chief notifies the Union of a scheduling conflict, in which case, the meeting shall be held at Station No. 2.
- G. The City agrees to furnish in each Firehouse a Union space of approximately three (3) feet by four (4) feet for Union business. Location shall be by mutual consent of the Fire Chief and Union. Any Union notice will be signed by at least one member of the Union Executive Board.

ARTICLE 14
SALARIES

- A. The Employer agrees to increase base salaries paid to employees by three percent (3.0%) effective and retroactive to April 1, 2022, through March 31, 2023. After such increase, the base salaries for employees shall be:

Battalion Chief	\$77,988
Captain	\$67,657
Engineer	\$61,735
Firefighter	\$58,818

The Employer agrees to increase base salaries paid to employees by three percent (3.0%) effective and retroactive to April 1, 2023, through March 31, 2024. After such increase, the base salaries for employees shall be:

Battalion Chief	\$80,328
Captain	\$69,686
Engineer	\$63,587
Firefighter	\$60,583

The Employer agrees to increase base salaries paid to employees by two and one-half percent (2.5%) effective April 1, 2024, through March 31, 2025. After such increase, the base salaries for employees shall be:

Battalion Chief	\$82,336
Captain	\$71,428
Engineer	\$65,177
Firefighter	\$62,097

The Employer agrees to increase base salaries paid to employees by two and one-half percent (2.5%) effective April 1, 2025 through March 31, 2026. After such increase, the base salaries for employees shall be:

Battalion Chief	\$84,395
Captain	\$73,214
Engineer	\$66,806
Firefighter	\$63,650

- B. Yearly salary is defined as "the yearly compensation attached to each rank in the Fire Department's base salary, and shall also include longevity, educational incentives, and any specialty pay rates (e.g. Paramedic, EMT, etc)."
- C. It is agreed by both parties, City and Union, that any compensation due to employees as a result of FLSA overtime shall be considered part of monthly and yearly salaries for employees for pension purposes and is intended to meet the requirements of Chapter 40 Illinois Compiled Statutes Section 5/4-101 et. seq., relating to firefighters' pensions. The

City agrees to reflect this provision in its annual appropriations ordinance. This additional salary shall not be used to compound the total monthly or hourly rate of any employee.

- D. The hourly rate for each employee shall be determined by dividing the total yearly salary earned, according to the provisions of this Article, Section B, by 2496. This hourly rate shall be applied to determine any compensation due employees in complying with the provisions of this Agreement. The hourly rate for any employee regularly scheduled to work forty (40) hours a week shall be determined by dividing the total yearly salary by 2080.
- E. NEWLY-HIRED FIREFIGHTER PAY SCALE AS AGREED TO BY THE CITY AND UNION

NEW HIRE STATUS	LESS THAN ONE (1) YEAR	ONE (1) YEAR UNTIL LICENSED PARAMEDIC	LICENSED PARAMEDIC
EMT-B, No academy	85%	90%	100%
EMT-B, previous approved academy	90%	90%	100%
Paramedic, no Academy	85%	100%	100%
Paramedic, previous approved academy	100%	100%	100%

**ARTICLE 15
LONGEVITY PAY**

The City agrees to pay the following longevity benefits to all employees:

- A. After two (2) years, two and one-half percent (2-1/2%) of salary.
- B. One-half percent (1/2%) per year thereafter, through twenty-five (25) years, to a maximum of fourteen percent (14%) annually.
- C. Computation of longevity, as set forth above, shall be determined as of April 1 of each fiscal year and shall include as years of service all years through the employee's anniversary date falling in that fiscal year.
- D. To recognize their years of faithful service and performance of duty as Firefighters, as each employee becomes eligible, the employee shall be granted an additional increase in longevity of fifteen (15%) percent for the first two consecutive pay periods following the date of eligibility.
- E. Eligible employees are those employees who have attained a minimum 20 years of service and are at least 50 years of age.
- F. The foregoing increase in pay shall only increase the current pay of the Firefighter for the two pay periods to which the increase applies and shall not increase the value of any accumulated or accrued benefits of the Firefighter which may be payable during those periods.

ARTICLE 16
EDUCATIONAL BENEFITS AND INCENTIVES

- A. The City agrees to reimburse all costs of tuition and books to any employee attending any community college or university. This reimbursement applies to all courses required for a degree in Fire Science, Emergency Management, Business Administration, Organizational Leadership, Fire Service Management or Public Administration or related field, as determined by the Fire Chief, but shall not exceed the costs of tuition and book fees. Such reimbursement will be paid provided the employee receives a "C" grade or a "pass" grade if the grade is on a pass/fail basis.
- B. The Union agrees that the City cannot reimburse employees except for the actual cost of books and tuition, less reimbursement by other agencies.
- C. The City agrees to send employees to fire-related schools and seminars recommended by the Fire Chief, on an equitable basis per the Fire Department Promotions Act, provided monies are available.
- D. The City agrees to compensate all employees four per cent (4%) of his/her annual salary for the attainment of an Associate Degree in Fire Science. Any compensation due relating to the provisions of this Section D shall be added to the base salary of each employee.
- E. The City further agrees to compensate all employees at the rate of eleven and one-half percent (11.5%) of their annual salary for accreditation as a Paramedic. The Paramedic must maintain his/her accreditation to be eligible for the benefits under this section. The accredited Paramedic shall receive his/her pay regardless of his/her work assignment. Any compensation due relating to the provisions of this Section E shall be added to the base salary of each employee.
- F. Employees who are currently certified as Emergency Medical Technicians (EMTs) and those who subsequently obtain such EMT certification shall receive four and one-half percent (4.5%) of their annual salary upon presenting proof to the Fire Chief of certification and conditioned upon maintaining an EMT status. Any compensation due relating to the provisions of this Section F shall be added to the base salary of each employee. It is further agreed that any employee receiving benefits under Section E of this Article shall not be eligible for benefits under this Section F.

All employees currently licensed as an EMT will maintain a valid EMT-B license. All hires after 3/31/2014 will be required to earn their EMT-B during their probationary period. Any employee who loses his/her EMT-B license shall have one year to re-obtain an EMT-B-license at the employee's expense.

The City agrees to pay all costs associated with acquiring and maintaining an EMT-B and EMT-P license. Costs of acquiring and maintaining a license shall include tuition, materials for class, fees, renewal rates, pay for off-duty time spent in class, and other expenses for classes

- G. The City agrees to compensate all employees 2.25% of his/her salary for the attainment of a Bachelor's Degree. Any compensation due relating to the provisions of this Section shall be added to the base salary of each employee.

ARTICLE 17
VACATIONS

Section A. Vacation Allotments

1. Effective April 1, 2004. Two (2) weeks (ninety-six (96) hours) for each employee who has completed one (1) or more years of continuous service.
2. Effective April 1, 2004. Three (3) weeks (one hundred forty-four (144) hours) for each employee who has completed two (2) or more years of continuous service.
3. Effective April 1, 2004. Four (4) weeks (one hundred ninety-two (192) hours) for each employee who has completed ten (10) or more years of continuous service.
4. Effective April 1, 2004. Five (5) weeks (two hundred forty (240) hours) for each employee who has completed fifteen (15) or more years of continuous service.
5. Effective April 1, 2004. Six (6) weeks (two hundred eighty-eight (288) hours) for each employee who has completed twenty (20) or more years of continuous service.

Section B. Accrual of Vacations

1. Vacations are accrued from the date of original service. Continuous service shall be considered to be any service in which there has been no interruption by resignation or by involuntary separation, or by lay-off in excess of one (1) year. Absence due to military leave, injury in the line of duty, or sick leave with pay shall not serve to interrupt continuous service unless the employee was employed by another employer during such period of absence. Absence due to leave without pay shall not serve to interrupt continuous service.
2. The formula for computing vacation credits for employees shall be at the rate of eight (8) hours for each full month of service during their first year of continuous service: twelve (12) hours for each full month of service for those in their second through ninth years of continuous service: sixteen (16) hours for each full month of service for those in their tenth through fourteenth years of continuous service: twenty (20) hours for each full month of service for those in their fifteenth through nineteenth years of continuous service: and twenty-four (24) hours for each full month of service for those in their twentieth or more years of continuous service.
3. Those employees working a forty- (40) hour work week, and meeting all other criteria, will receive vacation according to the following:

- a. Two (2) weeks for each employee who has completed one (1) or more years of continuous service.
 - b. Three (3) weeks for each employee who has completed two (2) or more years of continuous service.
 - c. Four (4) weeks for each employee who has completed ten (10) or more years of continuous service.
 - d. Five (5) weeks for each employee who has completed fifteen (15) or more years of continuous service.
 - e. Six (6) weeks for each employee who has completed twenty (20) or more years of continuous service.
4. The vacation allotment is fully earned on the employee's anniversary date.

Section C. Procedures for Selecting Vacations

1. A seniority list as to vacation shall be posted in each Engine House showing their respective positions on the list. This list is to include all fire personnel except the Fire Chief, Deputy Chief and Battalion Chiefs.
2. Subject only to the requirement of maintaining essential service as determined by the Department head, Department seniority shall govern scheduling of vacation.
3. Vacations are picked between January and March for the next vacation period (fiscal year).
4. The vacation period in which vacations are picked is the fiscal year from April 1st to March 31st.
5. The first year's vacation must be picked during the vacation period (fiscal year) falling after the employee's anniversary date and prior to April 1st of the next vacation period (fiscal year).
6. Vacations earned after the first year may be taken at any time during the vacation period (fiscal year).
7. When an employee's years of service entitles him/her to move up to a higher allotment of vacation time, the employee must pick the additional days during the portion of the vacation period falling after the employee's anniversary date and prior to April 1st of the next vacation period (Fiscal Year) (Same as for first year's vacation #5).
8. Vacation credits may not be accumulated, and all vacation must be taken within the fiscal year following the period in which it was earned.

9. Personnel will be allowed to skip over a scheduled "8th day" when making a consecutive pick in the vacation selection. Employees may pick the "8th day" as part of their consecutive selection. This does not affect the requirements of selecting consecutive days in regards to all other days except the "8th day".
10. Battalion Chiefs shall submit vacation picks to the Fire Chief a minimum of 30 days before the start of the next work cycle. Exceptions to this may be made if the request does not drop the shift manning below 10 on the day requested.
11. Any member transferred to a different shift will be allowed to pick vacation day(s) on his/her new shift that are the day before or after the day they had on their previous shift (current language) or be allowed to pick any day that no one is on vacation. After the transferred member has picked his/her new vacation days, the other members of that shift, not including the sister shift, shall be given the opportunity to move picks to days where no one is on vacation, one time through starting with the member with the most job seniority and ending with the member with the least job seniority.

Section D. Vacation Benefits upon Termination

1. Resignation

Any employee resigning from the service of the City, or separated from the City for any reason, shall be paid for any vacation credit accumulated prior to resignation or separation provided the employee gives at least two weeks' advance notice to the City.

2. Retirement

When an employee retires, the employee is entitled to receive payment for all vacation time accrued during the employee's previous anniversary year, less the time that the employee has used, plus pro-rata payment for all vacation time accrued in his/her current year from the employee's anniversary date to his/her date of retirement.

ARTICLE 18
PERSONAL TIME

- A. Accrual. Effective April 1, 2011, in addition to sick leave hours, employees working alternate shifts shall be entitled to 12 hours of personal time with pay in each contract year. Eligible employees shall be granted the use of personal time in increments of 6 hours. Forty hour employees shall be granted the use of personal time in increments of 4 hours. Employees may accumulate up to 48 hours of personal time, but no more. Employees may not turn in accumulated personal time for payment.
- B. Availability. Personal time shall be granted on a "first-come/first-served" basis, and shall only be permitted so long as a member taking personal time does not cause the staffing level to fall below 9 total bargaining unit personnel on duty (Battalion Chief included).

The parties expressly agree that the City's agreement to this Section does not in any way create, or infer the creation of, any "shift manning" minimum or any limitation on the City's management right to determine staffing levels. For purposes of this Section B on personal time only, the number of total bargaining unit personnel on duty is determined by the number of unit employees' names on the schedule for that shift.

- C. Scheduling. Personal time may not be scheduled any farther than 96 hours in advance, and shall require notice of not less than 30 minutes before the start of the shift. Once a personal time block has been approved and scheduled per the conditions herein, the time off must be granted unless rescinded by the employee prior to the start of that shift. After the start of the shift, grants of personal leave pursuant to shorter notice will be allowed but cannot be rescinded. Requests for use of personal time may be denied or rescinded during the Department's emergency operations.
- D. Re-Opener. Currently, the Alton Fire Department has 45 bargaining unit firefighting personnel. If the permanent workforce of unit firefighters should increase to 48 or more, or decrease to 40 or less, either party may request to re-open the "9 personnel on duty" threshold under sub-section B. above.

ARTICLE 19
SICK AND INJURY BENEFITS

Section A. Accrual

- 1. Employees working alternate shifts of twenty four (24) hours on and seventy-two (72) hours off, shall be permitted to accumulate sick leave hours and benefits at the rate of five-twelfths (5/12) of a working day for each calendar month of continuous service.

If an employee is off work due to a disciplinary suspension, the employee shall receive a pro-rata reduction in sick leave accrual. An employee would lose one (1) hour sick leave for one (1) day of disciplinary suspension.

Employees regularly scheduled to work forty (40) hours a week shall accumulate sick leave at the rate of one (1) working day for each calendar month of continuous service during which there was no unpaid absence without leave.

For employees hired after April 1, 1990, total accumulation shall be limited to a maximum of thirty (30) shifts.

- 2. No sick leave credit shall be credited for the first month of service in the Fire Department if the employment begins after the tenth day of the month.

Section B. Annual Sell Back

1. Sick leave with pay shall be cumulative; subject to the provisions of sections A.1. of this article; but after each fiscal year, the employee has the following option. If the employee does not wish to add to his/her total accumulated sick leave hours, that member may turn in, annually for payment, his/her unused sick leave hours earned in that fiscal year in excess of fifteen- (15) work shifts.

Each employee must accumulate and maintain a minimum of fifteen (15) work shifts of sick leave to be eligible for annual reimbursement of unused sick leave. For employees regularly scheduled to work forty (40) hours a week a minimum of twenty (20) sick leave days must be maintained to be eligible for annual reimbursement of unused sick leave payable on the first pay check of December.

2. Employees shall have their sell back calculated by dividing their annual salary as defined in Article XIV by 2080 hours.

Any employee using more than their eligible yearly sick leave hours for that year shall automatically have the surplus hours deducted from their accumulated sick leave total (if any).

Section C. Conditions for Use of Sick Leave

1. Sick leave with pay shall be granted solely based on an actual illness or injury of an employee or their immediate family (parents, spouse, dependent child) or because of medically recommended quarantine, or complications due to pregnancy.
2. In the event an employee requests sick leave hours exceeding more than one (1) work shift or if an employee requests sick leave the shift immediately before or after a scheduled vacation day, the Fire Chief may require that employee to provide a report or certificate from his/her physician. This report or certificate shall validate the actual disability of the employee. Employees taking sick leave hours shall report their disability to the on-duty Battalion Chief. This report of disability shall not be less than one-half (1/2) hour before the start of their work shift. Failure to provide such notice on more than three (3) occasions in any one fiscal year shall be grounds for disciplinary action by the City.
3. Employees may take Sick Leave at the beginning of their shift in either a 12 or 24 hour increment. If the employee opts to take 12 hours and is unable to report for duty at the end of that time, the employee must notify the on duty Battalion Chief by 1700 hours that they are taking the remaining 12 hours of the shift as Sick Leave.

Section D. Compensation upon Separation

Employees shall be entitled to compensation for their total accumulated sick leave benefits upon resignation (subject to two weeks' notice of their intent to resign), termination or retirement from the fire service for any reason according to the following schedule:

For the first fifteen (15) shifts at the rate of 100%; and for the remaining hours of accumulated sick leave benefits at the rate of 50%.

Any employee who dies while in the employment of the City of Alton shall have paid to his/her estate the sick leave benefits earned at the time of their death. These sick leave benefits shall be paid in addition to such other benefits to which the employee shall be entitled.

Any employee regularly scheduled to work forty (40) hours a week shall be reimbursed for accumulated sick leave at the rate of one hundred percent (100%) for the first thirty (30) days of accumulated sick leave, and-fifty percent (50%) for the remainder of accumulated sick leave.

The amounts of reimbursement for employees assigned to twenty-four (24) hour shift shall be the amount normally paid for a twenty four (24) hour shift times the total amount of accumulated shifts for which the employees is eligible to be reimbursed.

Any employee regularly scheduled to work forty (40) hours a week shall be reimbursed, in all instances by the amount normally paid for an eight (8) hour shift times the total amount of accumulated shifts for which the employee is eligible to be reimbursed.

Section E. Injury Leave

When employees suffer any injury in the line of duty which causes them to be unable to perform Departmental duties for which they are qualified, they shall continue to receive their annual salary as defined in Article XIV, with no deduction from their sick leave credits or vacation credits, during the time they are unable to perform their duties due to the result of the injury, but not to exceed twelve (12) months, cumulative, from the first day of injury, as provided and required by the *Public Employee Disability Act, 5 ILCS 345/1, et seq.* (“PEDA”).

Section F. Light Duty

1. The City may require an employee who is on duty-related injury leave for more than three (3) consecutive duty shifts to return to work in a light duty assignment. Time spent actually working in a light duty assignment will not count towards the twelve (12) months as provided for and required by PEDA.
2. Any employee who is on non-duty related injury or sick leave for more than three (3) consecutive duty shifts has the right to request that they be placed in an available light duty assignment that the employee is qualified to perform. Such request shall not be arbitrarily and/or unreasonably denied when the conditions of paragraph 3. below are satisfied.
3. Light duty assignments under paragraphs 1. and 2. above shall be subject to the following conditions:

- a. Such a position is available and the employee is presently qualified to perform the duties of the light duty position, or can be qualified with a minimum of training,
 - b. Both the employee's physician and the City's physician have reasonably determined and agreed that the employee is physically able to perform the light duty assignment without significant risk that such return to work will aggravate any pre-existing injury, and
 - c. That there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within a reasonable time, not to exceed twelve (12) months.
4. The work schedule shall be the same as the employee's regular schedule, *i.e.*, 40 hours for 40 hour employees or 24/72 plus 8th day shift assignment for 24 hour shift employees. If more than one (1) employee is on "light duty" status, the Fire Chief may assign one employee to another 24/72 (plus 8th day) shift. If medical limitations allow, the first eight (8) hours of a 24-hour shift may be assigned to the Fire Inspections office or other productive work assignment.
5. The salary paid to any employee assigned to light duty, as provided for by this contract shall be the salary as defined in Article XIV.
6. If an employee returns to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within a reasonable time thereafter (as defined in Section 3. C above), the City retains the right to return the employee to the rank held prior to injury. If at this time the employee, who has exhausted the time provided for in PEDDA, is not approved for active duty by the City's and the employee's physicians, the employee could apply to the pension board for further benefits, if appropriate.
7. Nothing herein shall be construed to require the City to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the City reasonably determines that the need exists and only so long as such need exists.
8. Nothing in this Section shall diminish, impair, or affect the statutory rights as provided for in Chapter 40 Illinois Compiled Statutes Section 5/4-101 et. seq. relating to pensions for disabled and injured employees, nor shall it diminish, impair, or affect the responsibilities of the local pension board in complying with the provisions of Chapter 40 Illinois Compiled Statutes Section 5/4-101 et. seq. relating to pensions.
9. This agreement on light duty shall not diminish, impair, or affect the rights and benefits of any employee eligible to receive benefits as a result of an off-duty injury or sickness.

10. Implementation of this Section F shall be in accordance with Appendix B attached to this Agreement.

Section G.

Any salary compensation due the injured employee from Worker's Compensation or any salary due to the injured employee from any type of insurance that may be carried by the City shall revert to the City during the time for which continuing compensation is paid to the injured employee. Any payment for medical, hospital, doctors, etc., payable under the Worker's Compensation Act shall not revert to the City. The employer shall not enact any ordinance, rule, or regulation or other law that bars or has the effect of barring the rights of employees injured in the line of duty from continuing to exercise their rights to file and have their claims heard and determined according to the provision of the Illinois Workers' Compensation Act (820 ILCS 305/1, et seq.) This provision shall not negate the right of the employer to receive credit for benefits provided by the Illinois Workers Compensation Act against benefits otherwise required of or provided by the employer by way of this contract, law, ordinance or policy.

Section H. Sick Time / Personal Time Donation

This policy is strictly voluntary.

Employees who donate sick and / or personal time from their unused balance must adhere to the following requirements:

Sick Time Donation minimum - 6 hours

Personal Time Donation minimum - 6 hours (Personal time use rules, per Article 18 apply).

Employees who wish to donate sick and / or personal time to an employee must complete an Alton Fire Department Request for Time form. On the form, two boxes will be checked: "Other" box will be checked and "[name of employee] Donation" will be written on the line, and "Sick" or "Personal" will be checked designating which types of time they are donating. The rest of the form will be full completed, including signatures of the requester/donator and supervisor.

If an employee receiving donated time has available sick and personal time in his balance, this time will be used prior to any donated sick and / or personal time. Sick and / or personal time donated that is in excess of the time needed will be returned to donors.

All forms should be returned to the Fire Chief.

ARTICLE 20
BEREAVEMENT LEAVE

Leave with pay shall be granted by the Mayor, upon recommendation of the Fire Chief and not to exceed one (1) 24-hour duty day, due to the death of the employee's spouse, children, stepchildren, grandchildren, grand-parents, father, mother, sister, brother, father-in-law or mother-in-law, grandparents of spouse, brother-in-law, sister-in-law, step-father, step-mother, and legal guardian. At the discretion of the Fire Chief, additional time may be granted if it is found to be reasonably necessary. Employees may use one (1) sick leave day to attend the funeral for a person not covered above.

ARTICLE 21
HOLIDAYS

A. Legal holidays observed by the City shall be:

New Year's Day	1 st day of January
Martin Luther King's Birthday	3 rd Monday of January
Washington's Birthday	22 nd day of February
Good Friday	Friday before Easter
Memorial Day	30 th day of May
Juneteenth	19 th day of June
Independence Day	4 th day of July
Labor Day	1 st Monday of September
Veteran's Day	11 th day of November
Thanksgiving Day	As appointed by the Governor
Christmas Day	25 th day of December

B. All employees shall receive, as additional compensation for working on holidays, eighty and ninety-two/hundredths (80.92) hours a year at the established hourly rate. This additional compensation shall be added to the regular monthly salary for each employee and included in monthly and yearly salaries. This additional salary shall not be used to compound the total monthly or hourly rate of any employee.

ARTICLE 22
INSURANCE

A. The City agrees to furnish \$15,000 life insurance policies to each employee at no cost to the employee.

B. The City agrees to pay the full cost of the employee's individual coverage under the Hospital and Major Medical Policy that was in effect as of April 1, 1996 with the modifications in the Benefit Summaries for the City of Alton Non-Police Medical and Rx Plans for May 1, 2014, subject to the Sections herein. Effective April 1, 2023, the employee's contribution for individual coverage shall be \$10.00 bi-monthly. Effective April 1, 2024, the employee's contribution for individual coverage shall be \$15.00 bi-monthly. Effective April 1, 2025, the employee's contribution for individual coverage shall be \$20.00 bi-monthly.

- C. Employees who elect Family coverage under the Hospital and Major Medical Policy shall contribute \$75.00 bi-monthly. Effective April 1, 2023, the employee’s contribution shall be \$85.00. Effective April 1, 2024, the employee’s contribution shall be \$94.25. Effective April 1, 2025, the employee’s contribution shall be \$125.65.

Employees who elect employee and spouse coverage under the Hospital and Major Medical Policy shall contribute the following costs bi-monthly. Effective April 1, 2022, the employee’s contribution shall be \$75.00. Effective April 1, 2023, the employee’s contribution shall be \$43.32. Effective April 1, 2024, the employee’s contribution shall be \$65.00. Effective April 1, 2025, the employee’s contribution shall be \$86.66.

Employees who elect employee and child(ren) coverage under the Hospital and Major Medical Policy shall contribute the following costs bi-monthly. Effective April 1, 2022, the employee’s contribution shall be \$75.00. Effective April 1, 2023, the employee’s contribution shall be \$41.15. Effective April 1, 2024, the employee’s contribution shall be \$61.75. Effective April 1, 2025, the employee’s contribution shall be \$82.33.

- D. **Re: Article XXII – Insurance.** – During the term of this Agreement, employees shall be responsible for the following cost-sharing obligations:

Co-Pays

Doctor Office Visit	\$20
ER Visit	\$80
Urgent Care	\$45

Prescription Drugs

Generic	\$7.50
Name Brand	\$20
Non-Formulary	\$40

Mail Order Prescription Plan

(For 3 months)

Generic	\$12
Name-Brand	\$35
Non-Formulary	\$75

Annual Dental	\$75
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Deductible

Beginning with the Plan Year starting May 1, 2014, employees with both individual and family coverage will be responsible, on a Calendar Year basis, for, and only for, the first \$500 of in-network eligible medical claims (“Deductible”) and the co-pays set forth in this agreement, notwithstanding any higher deductible amount in the Benefit Summaries for in-network claims for family. The Calendar Year Deductible for the Plan Year starting May 1, 2014 for non-network claims will be \$1,000 for an individual and \$2,000 for family.

The Deductible will apply to anything not addressed by a copay including, but not limited to the following services:

- Cancer Resource Services
- Congenital Heart Disease Surgeries
- Dental Services – accident only
- Durable Medical Equipment
- Home Health Care
- Hospice Care
- Hospital – Inpatient stay
- Kidney Resource Services
- Lab, X-Ray, and Major Diagnostics including CT, PER, MRI, and nuclear medicine
- Mental Health – Inpatient
- Substance Abuse Services – Inpatient and Outpatient
- Ostomy Supplies
- Physician Fees for Surgical/Medical Services
- Private Duty Nursing – Outpatient
- Prosthetic Devices
- Rehabilitation Services
- Scopic Procedures
- Skilled Nursing Facilities
- Surgery
- Therapeutic Treatments
- Transplantation Services

All charges subject to a Deductible will apply to both the in network and non-network Deductible. In-network physician office visits, ER visits, urgent care, and prescription drug charges will continue to have co-pays at the rates set forth in this Agreement and these claims will not be subject to the Deductible. Co-pays for services set forth in the Agreement shall not count towards the Deductible. In connection with charges for which there is a co-pay, the employee or dependent will not be responsible for more than the co-pay. In addition the employee or dependent will not be responsible for the cost of services for which there is no charge.

The City may create an HRA, subject to the Union’s agreement, as a mechanism to reimburse employees these amounts.

E. The City may initiate cost containment measures during the contract terms provided that the benefit levels, co-pays, deductibles, out of pocket limits, and other substantive provisions of the plan (i.e. the City Hospital and Major Medical Policy that was in effect April 1, 1996 with the modifications as outlined herein and in the Benefit Summaries for the City of Alton Non-Police Medical and Rx Plans for May 1, 2014) remain substantially the same. In the event the City determines to make any such changes, the City shall provide the Union ninety (90) days' written advance notice of such change. Such notice shall

specifically set forth the nature of the intended change. The Union shall be afforded reasonable opportunities to meet and confer with the authorized representatives of the City prior to implementation of such change.

In the event that such change is initiated by the insurance carrier providing insurance coverage to employees, the City shall provide the Union with notice of such change within five (5) days of the date the City receives notice of such change from the insurance carrier. Such notice shall specifically set forth the nature of the intended change and the Union shall be afforded reasonable opportunities to meet and confer with the authorized representatives of the City prior to implementation of such change.

- F. In the event any employee elects to participate in a federally-mandated Health Maintenance Organization (HMO), the employee will pay the same dollar amounts toward the cost of the HMO as it would have paid toward the City of Alton sponsored plan.
- G. In addition to always offering the insurance contained with Article 22 Sections A-F (also listed in Appendix I) to current and retired bargaining unit members, the Employer also agrees to offer to current and retired bargaining unit members two other plans (listed in Appendix I), the 80/20 HSA plan and the 80/20 plan. The 80/20 HSA plan and the 80/20 plan as listed in Appendix I shall be available in the following four categories: 1) Employee, 2) Employee plus spouse, 3) Employee plus child(ren), and, 4) family. The employee will not be responsible for any cost of the 80/20 HSA plan or the 80/20 Plan, except as specifically listed in Appendix I and the employer will be responsible for any remaining costs.
- H. The parties recognize that pursuant to the Public Safety Employee Benefits Act (820 ILCS 320 *et. Seq.*) including, but not limited to, 820 ILCS 320/3 (and as modified from time to time), any bargaining unit member who qualifies for a line of duty disability pension benefit from the Alton Firefighters' Pension Fund shall be placed on the 100% plan and, at the employee's choice, choose any category contained within that 100% plan as stated in Article 22 and/or Appendix I of this agreement as their health insurance pursuant to the Public Safety Employee Benefits Act. Such choice may be changed by election of the disabled member in any applicable open enrollment period.
- I. During the term of this agreement (through March 31, 2026) and any arbitration procedures for a successor agreement, the City will offer twelve (12) months of 100% employer paid retiree health insurance premiums, within the same plan that the employee was participating in at the time of his retirement, for employees who choose to retire. This shall also mean to include continued 100% employer paid insurance for whichever dependent(s) was/were on the employee's plan at the time of retirement.
Employees eligible for this incentive:
 - 1. Tier 1 employees who become eligible for full Article 4 pension benefits (20 or more years of service and age 50 or more) must retire within one (1) year from date of eligibility.
 - 2. Tier 2 employees who become eligible for full Article 4 pension benefits (25 or more years of service and age 55 or more) must retire within one (1) year from date of eligibility.

3. Employees who are already eligible for full Article 4 pension benefits (20 or more years of service and age 50 or more) as of April 1, 2022, must retire by March 31, 2023.

ARTICLE 23 RESIDENCY

From zero to ten (10) years (through nine years of service), employees may establish and maintain their principal residence in Illinois in Madison County, Jersey County, St. Clair County, and Macoupin County and in Missouri in St. Louis County and St. Charles County. Employees who establish and maintain such a residence per this paragraph shall pay a penalty of \$1,500/year until their ten (10) year anniversary. (There is no residency requirement for members with less than one year of service.) Payment will be due on November 30th of the calendar year the employee moves out of the City (in the event the employee moves out after November 30th and before the beginning of the next calendar year, the payment will be due on the November 30th of the next calendar year), and every November 30th thereafter so long as the penalty applies. Employees shall also have the option to pay the penalty in three equal installments provided they request such option in advance, in which case payment will be billed by the City of Alton in the amount of \$500 due by the last day of each of the months on September, October, and November.

Upon reaching their tenth (10th) employment anniversary date, employees may establish and maintain their principal residence in Illinois in Madison County, Jersey County, St. Clair County, and Macoupin County and in Missouri in St. Louis County and St. Charles County, and shall not have to pay the penalty described in the paragraph above.

To be eligible for emergency call-outs, employees who choose to live outside the City Limits of Alton must live within 25 minutes from either Fire Station based on Google Maps and the individual's current address.

ARTICLE 24 GENERAL PROVISIONS

Section A. Rules and Regulations

1. It is agreed by both parties to abide by the present rules of the Civil Service Commission of the City of Alton, Illinois (including all amendments) providing they do not conflict with the terms of the Agreement or employee rights under the Illinois Statutes. The City agrees to make available a current copy of the Civil Service Rules and the City Code to the Fire Fighters Local #1255.
2. The City agrees to abide by Chapter 65 Illinois Compiled Statutes Section 10-1-27.1 enacted October 30, 1985, which guarantees full political rights to all employees.

Section B. Personal Property

The City agrees to replace or repair at no cost to the employee any eyeglasses, contact lenses (not to exceed \$350.00 per year), uniforms, or dentures (not to exceed the reasonable and customary cost of such replacement or repair as measured by the City's dental plan) lost or destroyed in the performance of duty other than through routine use or normal wear and tear. Said replacement or repair shall be of equivalent value.

Section C. Clothing Standards and Allowances

1. The City agrees to provide each employee with the appropriate protective clothing and protective equipment to provide protection from the hazards of the work environment to the employee who is or may be exposed. All employees who may be engaged in or exposed to the hazards of structural firefighting shall be provided with the gear and clothing that meets current NFPA standards including: protective coats, protective trousers, helmets, gloves, and footwear. New employees receive a new set of turn-out gear (coat, bunker pants, helmet, boots, nomex hood, gloves) upon completion of the fire academy.
2. The foregoing standards shall be implemented by replacing any nonconforming existing equipment when it is no longer serviceable with equipment that meets current NFPA standards.
3. Effective April 1, 2007, the City also agrees to an annual allotment of \$525, which amount shall thereafter be increased by the same percentage as salaries, payable on the first pay day of July each year to each member of the Fire Department. This allowance will be used by the Firefighters to purchase and replace work clothes in accordance with the standards set by the Fire Chief.
4. All newly hired employees will receive an initial issue of uniforms rather than payment of the annual stipend upon hire, including:
 - 2 short sleeve badge shirts
 - 2 pair trousers
 - 1 Garrison belt
 - 2 short sleeve t-shirts
 - 1 long sleeve sweatshirt
5. The Firefighters' Local agrees to abide by the standards set by the Fire Chief in regard to the type of uniform to be worn while on duty.
6. Firefighters who retire shall receive a pro-rata of the fee set out in Section C, per month for each partial or full month of service from the preceding July 1 to their retirement date.

Section D. Company Inspections

The City agrees that no Fire Company inspections shall be conducted during inclement weather and that these inspections will be performed during a time when the weather is in a temperature range of forty-five (45) degrees to ninety (90) degrees.

Section E. Union Business

1. The City agrees a maximum of four (4) bargaining unit members of Local 1255 AFFI will be relieved from duty to attend meetings with the City relating to negotiations and grievance processing. The Union shall determine the bargaining unit members eligible for relief from duty.
2. The City agrees to relieve from duty with pay, (3) three employees designated by the Union for the time necessary to attend biennial convention of the AFFI.
3. The City agrees to allow the Union to send additional employees necessary to (1) one annual pension seminar, (2) two semi-annual AFFI district meetings, (1) annual education seminar and (1) semi-annual convention of the AFFI. The Union agrees to pay employees replacing on-duty personnel the wages attached to the rank of the employee attending such Union or pension functions, provided that the employee is qualified to work in the vacant position and is approved by the Fire Chief as to the qualifications of the employee to fill the vacant position.

Section F. Fire Academy

1. The City agrees to send all newly-hired Firefighters to the Illinois Fire Service Institute (IFSI) Fire Academy, Romeoville Fire Academy, or Northern Illinois Public Safety Training Alliance (NIPSTA). The Firefighter shall be enrolled in the first available opening the City can arrange unless the new hire can produce documentation of successful completion from the IFSI Fire Academy, Romeoville Fire Academy, NIPSTA or St. Louis County Fire Academy within the last (2) two years. Newly-hired Firefighters who have successfully completed the Illinois Fire Service Institute (IFSI) Fire Academy, Romeoville Fire Academy, Northern Illinois Public Safety Training (NIPSTA), or St. Louis County Fire Academy and who are currently employed by any AFFI or IAFF affiliated department at the time of accepting employment with the City of Alton must produce documentation of successful Academy completion within the last (5) five years.
2. The City agrees to pay for the cost of the academy, lodging, food allowance (\$40.00 per each day spent at the academy) and IRS standard mileage rate for travel to and from the academy twice. In the event that a newly hired Firefighter starts employment before they attend the Fire Academy, the employee shall work the day shift, Monday through Friday from 0700 hours to 1530 hours, until the fire academy is attended. New hires shall not enter any Immediately Dangerous to Life and Health environment as per 29cfr1910.134 and shall not count towards any daily or apparatus staffing numbers until completion of the Fire Academy.
3. Firefighters who are returning from the Academy will not be scheduled until the following week, starting with the Sunday immediately following graduation.

ARTICLE 25
SUBSTANCE ABUSE POLICY

Section A. General Policy Regarding Drugs And Alcohol

The use of illegal drugs and the abuse of alcohol and legal drugs by members of the Alton Fire Department present unacceptable risks to the safety and well-being of other Firefighters and the public, invite accidents and injuries, cause impairment of job performance, cause higher rates of absenteeism and reduce productivity. In addition, such use and abuse violate the reasonable expectations of the public that the City Firefighters who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use. In the interests of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of Firefighters and citizens, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by Firefighters and potential Firefighters of the Alton Fire Department. Contained herein is the policy and procedures of the City of Alton and the Alton Fire Department.

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

Section B. Intent Of Policy

It shall be expressly understood by both parties (City and Union) that the intent of this policy is to insure the safety of the Firefighter and citizens of Alton from the deleterious effects of alcohol and/or drug abuse, and to provide for the rehabilitation of a Firefighter. Sanctions enforced under this policy shall be used as a deterrent to violations of the prohibitions of this policy. The provisions of this policy shall be applied uniformly among members of the Department and shall not be applied discriminatorily or for punitive or personal retribution purposes.

Section C. Definitions

1. Alcoholic beverage - any beverage that has an alcoholic content above one (1%) percent by weight or volume; e.g., beer, wine, or spirits.
2. Drug - any substance (other than alcohol) including, but not limited to; a controlled substance, an illegal drug, and a prescription drug capable of altering an individual's mood, perception, pain level, or judgment;
3. Controlled substance - any drug for which the distribution, sale, or consumption is controlled by law.

4. Prescription drug - any drug, which is prescribed by a duly licensed medical practitioner for the individual consuming it;
5. Illegal drug - any drug or substance for which the sale, distribution, possession, or consumption without proper authorization, is subject to criminal sanction, or is a controlled substance consumed, sold, possessed or distributed illegally;
6. Employee Assistance Program - the Employee Assistance Program (EAP) provided by the City;
7. Employee - any employee working for salary or wages for the City in the Fire Department.
8. Under the influence of alcohol - having four-hundredths (.04) grams per 100 cubic centimeters or more by weight alcohol in a person's blood shall be a presumption that the person is under the influence of alcohol.
9. Positive Test Result (Drugs) - shall mean a result on the GC/MS confirmation test where the specimen tested contains drugs or drug metabolite concentrations at or above the concentrations specified for prohibited drugs in Section 7.

Section D. Pre-Employment and Probationary Screening

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

Section E. Conviction Of Any Drug Related Activity On City Property

The City is required to notify any Federal agency with which the City has a contract, or from whom the City receives a Federal Grant in excess of twenty-five Thousand Dollars (\$25,000), within ten (10) days after receiving notice from an employee, or otherwise receiving actual notice, that the employee has been convicted of a drug-related activity on City property.

Accordingly, employees are required to report any criminal convictions that are a result of the use or possession of any drug prohibited under this Policy on City property no later than ten (10) days after such conviction.

Section F. Employee Assistance Program

Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Voluntary entrance into the Employee Assistance Program can occur by self-referral, by the

recommendation of a Company (or higher) Officer, or as a requirement of the terms and conditions of this Alcohol and Drug Policy.

When a request is made for assistance through self-referral, or by recommendation, confidentiality will be maintained between the employee seeking assistance, and the Employee Assistance Counselor.

Rehabilitation itself is the responsibility of the employee. For an employee enrolled in a formal treatment program which requires the employee to be off work on scheduled work shifts, the City will grant leave at full pay up to the employee's accumulated sick leave. An employee using up accumulated sick leave will then be allowed to use his/her vacation and accumulated compensatory time.

To be eligible for continuation of employment while on required rehabilitation under this policy, the employee must be continuously enrolled in a City approved alcohol and drug treatment program and must actively participate in such program.

Upon successful completion of employee's rehabilitation action plan required under this policy, the employee will be tested and the results of the test must be negative before the employee will be returned to active status. Such return will be without reduction of pay or loss of seniority.

Section G. Prohibitions

Violations of the following prohibitions will result in disciplinary action in accordance with the provisions of this policy, up to and including discharge:

1. The sale, possession, distribution, manufacture or transfer of any illegal drug when on or off duty.
2. The illegal sale, possession, distribution, manufacture or transfer of a controlled substance when on or off duty.
3. Consuming or being under the influence of alcohol while on duty.
4. Failure to report to their respective ranking officer any known adverse side effects of medication or prescription drugs which they are taking.
5. Testing positive for an illegal drug.
6. Consumption of a prescription drug that impairs an employee's ability to perform his/her duties by an employee who is not the individual for whom the prescription drug has been prescribed by a duly licensed medical practitioner.

Section H. Administration of Tests

1. Informing Firefighters Regarding Policy. All present Firefighters shall be supplied a copy of this Substance Abuse Policy, and the City will meet with Firefighters to explain the Policy in detail. Local Union representatives shall be granted the opportunity while on duty to be present to explain the Union's role in regard to the Policy. New Firefighters will be given a copy of this Substance Abuse Policy as part of the new Firefighter orientation.
2. Reasonable Suspicion. Where there is reasonable suspicion of drug use or alcohol abuse, a test shall be ordered by the Chief or his/her designee and the employee shall be required to report for testing, as long as the provisions of this policy are adhered to. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable suspicion will be based upon the following:
 - a. Observances or reports of the employee's conduct or behavior such as an odor of alcohol, unusually slow or erratic movement or speech patterns, confusion or lack of coordination, or other behavior or personality changes associated with drug or alcohol abuse.
 - b. Information provided by an identifiable third party which is independently investigated by the Fire Chief or his/her designee to determine the reliability or validity of the allegation.
 - c. Accidents/Injuries. When an employee is involved in an on-the-job accident or injury, the employee's Company officer or the next higher ranking officer, as applicable, shall conduct a preliminary investigation promptly, and as part of the investigation shall evaluate the employee's appearance and behavior. Drug or alcohol testing may be required when an employee is involved in an accident (a) which results in damage to property reasonably believed to exceed \$2,000.00 or injury to any person requiring immediate medical attention from a doctor, or (b) where there is reasonable suspicion that an employee's alcohol or drug use may have contributed to the incident.
 - d. Arrest or Indictment. When an employee has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty.
3. Status of Employee Following Order for Testing. When testing is ordered in accordance with the provisions of this Policy, the employee will be removed from duty and placed on leave with pay pending the receipt of results of the test(s).
4. There shall be no across-the-board, unscheduled or random testing of employees.
5. The City agrees to pay all expenses incurred in testing of the employee.

6. Voluntary Request For Assistance. Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee prior to either the occurrence of an event giving rise to reasonable suspicion under paragraph 2. above or otherwise being directed to submit to testing, there shall be no adverse employment action taken against the employee. When voluntary assistance is requested under this Policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support, and all such requests shall be treated as confidential pursuant to the City's normal procedures in the operation of its Employee Assistance Program.

Section I. TESTING PROCEDURES.

The test procedures outlined in this Section shall conform with the National Institute on Drug Abuse ("NIDA") Standards of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration as set forth in Title 48 of the C.F.R. effective 12-1-89 or as amended. In the event there is any conflict between the procedures set forth in this Section and the NIDA Standards, the NIDA Standards shall control. Deviation from the NIDA Standards shall constitute a negative test.

In addition to the NIDA Standards, the following procedures shall be followed for all tests:

1. General Procedures
 - a. Employees covered by a collective bargaining agreement are entitled to Union representation. A Union representative shall be notified when a for cause test is ordered and shall accompany the employee to the collection site, provided such representative is immediately available and that securing such representative does not delay or impede the process.
 - b. Collection Sites. Collection services will be provided at Alton Memorial Hospital, OSF St. Anthony's Hospital, or Midwest Occupational Medicine.
 - c. Chain-of-Custody. In all cases, strict chain-of-custody procedures will be followed:
 - i. Immediately after the specimen is obtained, the employee and the doctor or nurse will initial the confidence seal on the specimen.
 - ii. Both parties will sign the laboratory chain-of-custody form, including the date and time.
 - iii. Labeled specimens will be placed in a locked refrigerator or laboratory container located at the collection site. The collection site staff member will sign and date the site's log.

- iv. The frequency of lab courier pick up of specimens shall be in accordance with standards approved by NIDA. Courier and collection site staff will sign the chain-of-custody form.
 - v. Specimens will be transported to the designated NIDA-certified Medtox laboratories where they will be processed in a separate drug testing area accessible only to authorized personnel.
 - vi. All personnel who handled the specimen must sign and date the chain-of-custody form.
- d. Scheduling. "For cause/fitness for duty" and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied to the collection site by a company or higher ranking officer and a Union representative. The employee being tested will present identification.
- e. Results. Results will be forwarded by mail to the Fire Chief in a confidential envelope. Generally, this means within 24-72 hours of specimen pick-up by the lab. The Fire Chief may request that the testing lab release the results by phone or in person only to him.
- f. Collection Procedure.
- i. The employee's identity will be verified by driver's license or by the accompanying officer in the absence of a picture I.D. Verification will be done by the doctor or nurse
 - ii. Drug history/drug disclosure form will be completed by the employee, and reviewed by doctor or nurse.
 - iii. Consent form will be signed by employee and witnessed.
 - iv. The specimen will be obtained as follows:
 - At the Alton Memorial Hospital, OSF St. Anthony's Hospital, or Midwest Occupational Medicine site, the collection will be unwitnessed: the employee will be fully unclothed, dressed in a hospital gown, wash his/her hands thoroughly, including under and around the fingernails; and accompanied to the bathroom door. The employee will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.
 - Blood alcohol specimen will be obtained by a qualified employee at the collection site

- v. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the employee.
 - vi. Urine specimen will be sealed in full view of the employee and the confidence seal placed over the top of the bottle.
 - vii. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
 - viii. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
 - ix. "For cause" testing will also include a medical history to gather an understanding of any physical conditions, known or unknown, of an employee, as well as to provide a third party observation and assessment of the individual.
 - x. In connection with its testing program, the Testing Lab shall engage the services of a qualified Medical Review Officer to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.
- g. Laboratory Process. NIDA-certified laboratory shall be utilized for all drug/alcohol screening processing. The laboratory will:
- i. Use 5 drug panel of: amphetamines, cocaine, cannabinoids, opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).
 - ii. Use the EMIT procedure or NIDA-approved equivalent as the initial screen, utilizing cutoff levels as follows: Marijuana metabolites-100 ng/ml; Cocaine metabolite-300 ng/ml; Benzoyllecgonine Opiate metabolite-300 ng/ml; Amphetamines-100 ng/ml; Phencyclidine-25 ng/ml.
 - iii. Use Gas Chromatography/Mass spectroscopy (GC/MS) as the confirmatory method, utilizing cutoff levels as follows:
 - Marijuana metabolites-15 ng/ml
(Delta 9--THC Carboxylic)
 - Cocaine metabolite-150 ng/ml
 - Benzoyllecgonine

Opiate metabolites:
Morphine-300 ng/ml
Codeine-300 ng/ml
Amphetamines-500 ng/ml
Amphetamine or
Methamphetamine
Phencyclidine-25 ng/ml

- iv. Freeze and retain all positive specimens for at least twelve (12) months after testing.
 - v. Use for alcohol a blood alcohol content level of .04 grams per 100 cubic centimeters.
- h. Independent Testing. When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a Portion of the original specimen be submitted for an independent test.

The employee may request and complete the independent test within ten (10) days of notice by the NIVRO of his/her positive test. The independent test shall be at the employee's expense, and shall be performed by a NIDA laboratory selected by mutual agreement between the Union and the City. If such independent test yields a negative test result, the City will consider those results in its determination of further action.

- i. Confidentiality of Test Result. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, and such other officials as may be designated on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Employee Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the Union upon request. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

- j. Specific Responsibilities.
 - i. The Fire Chief or his/her designee will:
 - (a). Identify those employees where a drug/alcohol screen is required, and notify the Union's representative of such requirement.
 - ii. The employee subject to a drug/alcohol screen will:
 - (a). Report to the collection site as instructed.
 - (b). Furnish documentation relating to the use of any prescribed drugs, i.e., prescription bottle with prescription number, prescribing physician's statement to the responsible person at the collection facility.
 - (c). Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
 - (d). Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.
 - (e). Have in his/her possession his/her departmental identification card.
 - iii. Any member who is taking prescription medication that could affect perception, judgement, memory, coordination or other necessary ability to perform one's duties shall report such fact and the nature of the illness or condition requiring the medication to his/her company officer. Such information will be treated on a confidential basis.

Section J. Savings.

If any provision of this Article is subsequently declared by federal or state legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Article shall remain in full force and effect for the duration of this Agreement. Such invalidated provision(s) shall be the subject of immediate negotiations between the parties in order to attempt to negotiate a substitute provision. Any disputes not resolved by mutual agreement shall be resolved in accordance with the procedures of Article VII.

ARTICLE 26
PROMOTIONS

Section A. The City and Union agree that, effective April 1, 2008, promotions shall be conducted in accordance with the procedures negotiated and agreed to by them, pursuant to provisions of the 50 ILCS 742 Fire Department Promotions Act, effective August 04, 2003 (hereafter referred to as the "Promotion Act "). For reference, a copy of the Promotion Act is attached as "Appendix J" in the CBA. Said agreed upon procedures are set forth below. Except where expressly modified by the terms of this Article, the procedure for promotion shall be in accordance with this Promotion Act.

Section B. All promotions shall be made from employees in the next lower rank that wish to submit themselves to promotional examination. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. If a candidate fails to participate in any one component of the testing process, that candidate will not be placed on the final promotion list. Minimum passing composite scores for the following ranks' tests shall be required (included: ascertained merit, longevity, written, oral)

<u>Test</u>	<u>Score</u>
Engineer	55
Captain	60
Battalion Chief	65

Written and oral test dates shall be posted a minimum of 30 days prior to test unless mutually agreed otherwise.

Each written examination question shall be cited by the testing company with the following information: 1) full title of book; 2) book edition; 3) author; and 4) page number that correlates with each question.

Section C. Promotional lists for engineer shall be based on the points achieved by the employee, consisting of the following five components weighted and specified:

1. Written exam	50 percent
2. Subjective practical exam	15 percent
4. Seniority	20 percent
5. Ascertained Merit	15 percent

The subjective practical exam will be modeled after an Office of the State Fire Marshal (OSFM) Fire Apparatus Engineer (FAE) practical exam. During this exam the candidate will be scored on the ability to demonstrate fire pump operations, including, but not limited to engaging the pump, fire hose friction loss calculations, pumping water through hose lines and appliances, pump operation troubleshoot and disengaging the pump. This exam will be conducted utilizing Alton Fire Department pumping apparatus.

Promotional lists for all other ranks shall be based on the points achieved by the employee consisting of the following four components weighed and specified:

- | | |
|----------------------------|------------|
| 1. Written exam | 50 percent |
| 2. Scenario based exercise | 15 percent |
| 3. Seniority | 20 percent |
| 4. Ascertained Merit | 15 percent |

For all ranks, assessors will evaluate any “zero” score that is not unanimous, prior to finalizing the candidate’s subjective component score.

Seniority shall be eight-tenths (0.8) point per year of service up to a maximum of 20 points (25 years of service).

Ascertained merit shall be awarded (as per the table below) for each of the courses in which the firefighter has a grade of “C” or higher or state accreditation. All courses taken after July 1, 2007 shall have appropriate OSFM certification for merit points to be awarded.

Exception: If all course requirements have been met, but minimum on the job time requirements have not, ascertained merit points shall be awarded for course completion until time requirements are met, then OSFM certification must be obtained and maintained per OSFM Guidelines.

Firefighter III or Firefighter Advanced	3
Fire Apparatus Engineer	2
Fire Officer I or Provisional Officer I	3
Fire Officer II or Provisional Officer II	2
Fire Service Instructor I	1
Fire Service Instructor II	1
Fire Service Instructor III	1
Fire Investigator	2
Hazardous Materials Technician A	1
Hazardous Materials Technician B	1
Rescue Specialist: Confined Space Operations	1
Rescue Specialist: Confined Space Technician	1
Rescue Specialist: Trench Operations	1
Rescue Specialist: Trench Technician	1
Rescue Specialist: Vertical I (Rope Operations)	1
Rescue Specialist: Vertical II (Rope Technician)	1
Rescue Specialist: Structural Collapse Operations	1
Rescue Specialist: Structural Collapse Technician	1
Rescue Specialist: Vehicle & Machinery Operations	1
Rescue Specialist: Vehicle & Machinery Technician	1
E.M.T.- Paramedic (current license)	3
E.M.T.- Basic (current license)	1
Associate of Applied Science in Fire Science	7
Associate of Applied Science in Paramedicine	5

Applicants must present a copy of an official report card or certification at least two weeks prior to either (a) the expiration of the current promotional list, or (b) the promotional examination, whichever is later, in order to be eligible for merit points.

When claiming points for a college degree, applicants must submit a copy of an actual degree or transcript showing a degree has been earned. A letter from the college is acceptable only within a 12 month period from date of degree.

Section D. Military credit shall be awarded and recognized upon application of the promotional candidate after posting a preliminary eligibility list and prior to posting a final eligibility list as per state statute.

Section E. Eligibility list shall be in effect for two (2) years.

Section F. Right to Review.

Every candidate will have the right to review the examination and the answers that the examiners consider correct, as per the Promotion Act, at any time. The city and/or testing company shall hold a review session open to all candidates within 48 hours after the examination for the purpose of gathering feedback on the examination from the candidates. In addition to the candidates, the city shall also allow a Union designated representative (who shall not be a candidate challenging that promotional examination) to attend the review session for the purpose of addressing any issues that may arise at such. This shall include providing the Union representative with excused leave if they are scheduled to be on duty during the time of the review session.

Any individual candidate in the promotional process who believes that an error has been made with respect to an examination result, placement or position on a promotion list, or veteran's preference may enact the Union to file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article 7 of this contract. However, to be considered timely, any such grievance must be filed within three (3) days of the date the final promotion list is posted. If a grievance is filed that would affect the promotion to a vacancy, the promotion shall be held in abeyance pending completion of the grievance process.

The grievance timeline stated in Section F does not apply to grievances over subsequent use or application of a promotional list, such as a claim that an employee was skipped over for a promotion. Nothing in the provision diminishes or waives any right any individual has under the Promotion Act.

Section G. Promotional Testing Committee

The City and Union have agreed to form a Promotional Testing Committee, comprised of two members from IAFF Local 1255 and the Fire Chief and Deputy Chief. Additional members may be selected, however they shall serve as ex-officio (non-voting) members. The committee shall meet as needed and have the following purpose:

- Establish promotional prerequisites
- Establish promotional process, to include weight of components

- Initially meet to research and discuss promotional testing agencies and the committee will vote, with final recommendation of the committee to be submitted by the Fire Chief or his designee to the Civil Service Commission for approval
- The committee shall then meet no less than 180 days before the start of any subsequent promotional testing cycle to determine if current testing agency will be retained or present evidence that a new testing agency should be recommended to the Commission

ARTICLE 27
SHIFT TRANSFERS

Employees will receive a 15 calendar day notice of shift transfers, unless the shift transfer notice requirement is waived through mutual agreement of both the employee and the Fire Chief or unless the transfer is made for the purpose of promotions.

ARTICLE 28
PHYSICAL FITNESS

The City and IAFF Local 1255 agree to strive to provide the highest standards of safety and health in the Fire Department in order to eliminate or prevent accidents, deaths, injuries, and illnesses. The City agrees to the following personal time incentives for employees.

An additional 12 hours of personal time may be earned annually when an employee successfully completes an annual Medical Physical (6 hours) and the Alton Fire Department physical ability assessment (6 hours). Completing an annual Medical Physical and participation in the assessment is optional.

Eligibility for participation in the physical ability assessment will be determined by the PLHCP physical. Only possible life threatening, abnormal cardiac findings will be reason for exclusion from the physical fitness assessment. It will be the employee's responsibility to provide documentation of the physical assessment, on the form attached as Appendix C, approving the employee to participate in the physical ability assessment before the time the test is administered in March.

The physical ability assessment will be conducted in March of each year, during the off-duty time of the employee, with personal time awarded on April 1; however, any individual employee may only participate in the assessment one time per year. The assessment will be pass/fail.

The assessment will be modeled after the Candidate Physical Ability Test with the following passing criteria:

Age:	21-35	10 min. 20 sec.
	36-42	11 min. 20 sec.
	43-50	12 min. 20 sec.
	50+	13 min. 20 sec.

ARTICLE 29
SAVINGS

If any provision of this Agreement is subsequently declared by federal or state legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such invalidated provision(s) shall be the subject of immediate negotiations between the parties in order to attempt to negotiate a substitute provision. Any disputes not resolved by mutual agreement shall be resolved in accordance with the procedures of Article XXVI, Section E.

ARTICLE 30
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and includes collective bargaining on any subject expressly covered by the terms of this Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties' agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the IPLRA as to:

- (1) The impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment; or
- (2) As to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are a mandatory subject of bargaining.

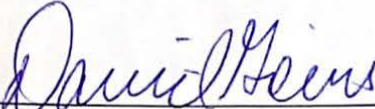
ARTICLE 31
DURATION AND RENEGOTIATIONS

- A. Term of Agreement: This Agreement shall be in full force and effect as of the 1st day of April 2022, and shall remain in full force and effect until the 31st day of March 2026.
- B. Renewal and bargaining for successor Agreement: It shall automatically be renewed from year to year thereafter unless either party shall have notified the other by serving a written notice of desire to amend Agreement by certified mail, on or before November 1st prior to the scheduled expiration date set forth in Section A, this article, indicating that it desires to amend the Agreement.
- C. Issues to be bargained: The negotiations will include only those articles specified by either party in the written notice of desire to amend Agreement served upon the other party by certified mail as set forth in Section B, this article.
- D. Commencement of negotiations: In the event that such notice of desire to amend Agreement is served by either or both parties, negotiations shall begin not later than ninety (90) days prior to the scheduled expiration date of the Agreement, as set forth in Section

A, this article. Any issue of negotiations still unresolved on the last day of February shall be submitted to interest arbitration as set forth in Section E, this article.


- E. Impasse resolution: The parties agree that any issues of any negotiations for a successor agreement about which parties are at impasse shall be resolved in accordance with the impasse resolution procedures set forth in the Act and the Rules and regulations of the Illinois State Labor Relations Board, as amended.
1. Mediation: The parties agree to jointly request the services of the Federal Mediation and Conciliation Service to assist in resolving their impasses. Either party may demand that mediation commence by serving written Notice of Demand that Mediation Commence on the other party not earlier than February 1. If such demand is served, the parties shall jointly issue a written request to FMCS to provide a mediator at the earliest possible date. The parties mutually agree to waive mediation if such waiver is executed in writing.
 2. The chairman of the arbitration panel shall be selected utilizing the procedure provided for in Article VII of this contract.
 3. Arbitrator/panel's authority and jurisdiction: The parties agree that impasse resolution and interest arbitration shall be deemed to have commenced and initiated on the date that the Notice of Demand that Mediation Commence is served on the other party. Provided that such Notice of Demand that Mediation Commence is served prior to the passage of the City's fiscal year date, the parties specifically agree that any arbitrator and/or arbitration panel shall have the express authority and jurisdiction to issue awards relating to rates of pay, compensation, and all other economic benefits retroactively effective to the City's fiscal year date.
- F. Rights of City mid-term: In the event that the City proposes to change any benefit or condition of employment that constitutes a mandatory subject of bargaining, which is not addressed in the Agreement, the City shall notify the Union and, upon request, shall meet and negotiate as to the proposed change. Such negotiations shall continue for a period of sixty (60) days (or longer if mutually agreed). In the event that no agreement is reached, either party may invoke interest arbitration in accordance with the procedures of Section 14 of the Act, except that the mediation procedures may be waived by mutual agreement and the dispute(s) shall be submitted to a single arbitrator, which shall be selected from a seven (7) member panel provided by FMCS limited to arbitrators who are members of the National Academy of Arbitrators who reside in Illinois, Wisconsin, Indiana or Missouri.
- G. Except as set forth in this Article XXVI, the provisions of §1614 (5 ILCS 315/14) shall govern the resolution of impasses in any bargaining between the parties.

FOR THE CITY



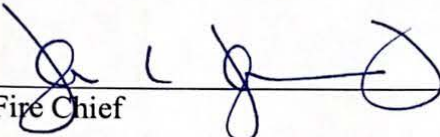
Mayor David Goins

03/29/22
Date



Amanda Scoggins, HR Director

3-29-2022
Date



Fire Chief

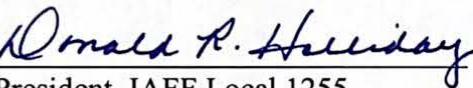
29 mar 27
Date



Deputy Fire Chief

3/29/2022
Date

FOR THE UNION



President, IAFF Local 1255

03-29-2022
Date



Vice-President, IAFF Local 1255

03/29/2022
Date



Treasurer, IAFF Local 1255

03/29/2022
Date



Secretary, IAFF Local 1255

3/29/2022
Date

APPENDIX A
PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

A. FILING AN OBJECTION:

An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail post-marked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

B. REVIEW STEP ONE:

Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.

C. REVIEW STEP TWO:

Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State labor Relations Board, in accordance with the procedures established by that Agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article VII, Step 4, of the current labor agreement.

In using this procedure, an Employee shall operate under the conditions set forth for the Union, and the Union shall operate under the conditions set forth for the City. The only exception shall be in the provision for the sharing of costs of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and used in the calculation of proportionate share non-member payments, pay the full cost of the arbitration and any administrative fees connected with the arbitration process.

D. CONSOLIDATION: If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.

E. SEGREGATED FUNDS: Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objections is in process, shall be similarly directed to such account, and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.

F. REBATES:

In the event that the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the City to comply with said ruling as to prospective deductions from the salaries of non-members and shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

APPENDIX B

The parties mutually agree to the following provisions regarding the implementation of Article XIX, Section "F" of the current labor agreement:

- A. There shall be a total of eight (8) "light duty" positions available within the Alton Fire Department.
- B. Positions shall be filled on a first-come, first-serve basis. The City and the Union both reserve the right to utilize a minimum of four (4) positions. In the event it becomes necessary to maintain this minimum, the first person assigned "light duty" will be removed from this position until another position becomes available.
- C. No employee who is assigned to "light duty" shall be allowed to fill any "line" position. (Exception as noted in "D")
- D. Employees working "light duty" assignments shall be allowed to trade time as per Article XIII, Section A. It is understood that if a "healthy" Firefighter is trading with a Firefighter on "light duty" assignment, there are no restrictions on the duties the "healthy" firefighter may be assigned.
- E. All "light duty" assignments shall be made within the Alton Fire Department. Members working "light duty" shall not be assigned to any other department.
- F. Employees working "light duty" may be granted time off for medical and rehabilitation appointments relating to their injury/illness.
- G. Any dispute as to interpretation or implementation will be resolved as per Article VII of the current labor agreement.

APPENDIX C



Annual Physical Form

Note to Employee and Physician:

- Please use the attached list from your insurance carrier to discuss all applicable preventive care. The items on the list are covered 100% by your insurance carrier when billed as preventive health screenings. However, please note that the preventive health care services, screenings, tests and vaccines listed are not recommended for everyone. Your health care provider will decide what care is most appropriate.
- **IMPORTANT:** Please make sure that your physician's office codes all applicable services, screenings, tests and vaccines as **preventive**.
- Following the examination, it is the employee's responsibility to turn in this form to the Fire Chief or Deputy Fire Chief to receive their 6 hours of personal time by March 31. All personal time will be added to the employee's balance on April 1.
- It will be the employee's responsibility to provide documentation of the physical assessment approving the employee to participate in the physical ability assessment before the time the test is administered in March. Employee's participating in and passing the assessment will be credited with an additional 6 hours of personal time.
- **Please do not include biometric measurement data or diagnosis information on this form. Only acknowledge the completion of the physical examination.**

Select all that apply

- Employee has conducted Annual Preventative Physical
- Employee is free from any life-threatening cardiac condition that would prevent the employee from participating in the Physical Ability Assessment conducted by the Alton Fire Department, as described in attachment.

I understand that this information does not contain any personal health information and that the purpose of this form is to ensure the consistency of employee physicals, and medical advice regarding the potential for chronic illness.

Employee Name

Employee Signature

Date Signed

Date of Physical Examination (to be completed by Physician/Office Staff): _____

Physician Name

APPENDIX D

~~[Residency Map]~~ DELETED

**APPENDIX E
DISCIPLINE FORMS**

NOTICE FORM

I, _____, a member of the Alton Fire Department of the (“City”), and a member of a Bargaining Unit represented by the Alton Firefighters Association, Local 1255, 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 (“CBA”) between the City and the Union. I understand that I may elect to pursue a grievance over such discipline (subject to the Union’s agreement), or I may choose to dispute the discipline before the City’s Civil Service Commission, but not both.

I understand that an election of one of these procedures is a waiver of my rights and remedies to the other. If I elect to pursue a grievance, I understand that I must present a completed Election Form to the Union within ten (10) business days, at which time (and within the same ten (10) business days) the Union will determine and notify the City whether it will pursue this matter through the grievance-arbitration process on my behalf. The Union has the final authority on whether to approve this matter for grievance-arbitration under the CBA. If I elect grievance-arbitration and the Union declines or fails to authorize grievance-arbitration of this matter for any reason, that does not waive my statutory rights under the Illinois Municipal Code to have the matter heard by the Civil Service Commission. If I elect Civil Service, this matter will be referred to the Civil Service Commission.

I have been given a written notice of the proposed discipline and the factual basis thereof. The notice has been presented to me on _____, 20____. I have ten (10) business days, exclusive of today, to return a completed Election Form. In the case of grievance-arbitration, I must first submit the Form to the Union. In the case of Civil Service, I must submit the Form to the Fire Chief or his Designee. If I do not return this form electing grievance-arbitration, or if the Union declines or fails to authorize grievance-arbitration, within the ten (10) business days period, then the proposed discipline will be subject to the Civil Service Commission.

Fire Chief or Designee: _____

Employee: _____

Union Representative: _____

ELECTION FORM

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 Option

I hereby elect the grievance-arbitration procedure under the CBA and waive my rights to a hearing before the City's Civil Service Commission, subject to the Union's decision to submit this matter as set forth below to the grievance-arbitration process. This document will be considered my grievance.

In the event the Union does execute and submit this document to the Fire Chief or his designees within ten (10) business days from the date that charges were presented and served on me and I was given a completed Notice Form, the discipline will be subject to the grievance-arbitration process. Unless a settlement is reached or the grievance is subsequently withdrawn, an arbitrator will determine whether the discipline was with just cause or otherwise in violation of the CBA. I recognize that the Union, as the exclusive representative, controls the grievance and that, even after I elect grievance-arbitration and the Union submits the matter to grievance-arbitration, the Union may settle the grievance or withdraw it without arbitrating it, subject to any duty the Union may owe me, with or without my agreement.

In the event that the Union does not, for any reason, execute and submit this document to the Fire Chief or his designee within ten (10) business days from the date that charges were presented and served on me and I was given a completed Notice Form, the discipline will be subject to the jurisdiction of the City's Civil Service Commission.

By electing to file a grievance over my discipline I hereby release the City, the Civil Service Commission 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.

Employee: _____ **Date:** _____

This disciplinary charge is hereby submitted to the grievance-arbitration process by the Alton Firefighters Association, Local 1255, International Association of Firefighters. This document serves as written notice advancing this matter into the grievance-arbitration process at Step 2 in accordance with the Collective Bargaining Agreement.

Union: _____ **Date:** _____

Civil Service Commission Option

I hereby elect the City's Civil Service Commission and waive my right 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 Civil Service Commission requesting my discipline or that this document shall serve as my appeal of the discipline issued by the Fire Chief. This document will be considered my request for a hearing concerning discipline.

By selecting an appeal of discipline before the City's Civil Service Commission, I understand that I will have a hearing over such discipline before the Civil Service Commission 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 Civil Service Commission over my suspension or discharge, I hereby release the City, the Civil Service Commission 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 Civil Service Commission.

Agreed: _____ **Date:** _____

Witness: _____ **Date:** _____

Received by Fire Chief's Office: _____

Date: _____

APPENDIX F AMBULANCE MOU

The City of Alton and Alton Firefighters Local 1255 desire to implement and provide an ambulance service, to be staffed by Union-represented employees of the Fire Department. Because the implementation of this service necessitates changes that are mandatory subjects of bargaining which are not addressed in the parties' Labor Agreement, and because providing this service in an efficient manner, that likewise safeguards the health and safety of the City's firefighters and which is fair, requires changes to certain terms of the Labor Agreement, the parties agree as follows:

1. Except where specifically modified herein, the terms of the parties' Labor Agreement apply to the City's operation of an ambulance service
2. The first ambulance shall be manned at all times with a minimum of two employees (one Captain and one engineer) and may be cross-staffed by employees assigned to aerial equipment (the ladder truck).
3. A subsequent ambulance shall be manned at all times with a minimum of two employees (one Engineer and one Firefighter).
4. EMT-P License - Any employees hired after July 1, 2016 who do not possess an EMT-P license shall be required to obtain one within the first 30 months of employment. Any employee who obtains an EMT-P license after July 1, 2016 who loses his/her EMT-P license shall have one year to re-obtain an EMT-P license at the employee's expense. A newly hired employee who fails to earn an EMT-P license within 30 months shall be subject to termination without hearing pursuant to 65 ILCS511 0-1-7 paragraph L. In the case where it is lost after acquisition, employees that fail to re-obtain an EMT -P license within one year shall be subject to termination.
 - a. A newly hired employee with or who earns an EMT-P license is entitled to increased compensation for that license as set forth in the Labor Agreement.
 - b. Following a newly hired employee's first year of employment from his/her original hire date, the employee's base pay shall be increased to 100% of the base Firefighter salary, unless the employee has not yet earned an EMT-P license, in which case he/she shall be paid 90% of the base Firefighter salary until the employee earns an EMT-P license at which time the employee's base pay shall be increased to 100%.
 - c. While on probation, a newly hired employee who is required to earn an EMT-P license shall attend training for that license at the direction of the City; and, all time spent in training for the EMT-P license, including but not limited to class room time, shall be paid at the employee's straight time hourly rate, unless and until the employee's total hours (on duty and in training combined) exceed 212 hours within the 28 day work cycle, at which point the employee shall receive one and one-half times his hourly rate. This provision does not alter overtime pay an employee is

entitled to under Article X of the Labor Agreement. This provision shall also apply to any employee hired prior to 1 July 2016 who chooses to obtain an EMT-P license.

5. The City agrees to pay all costs associated with acquiring and maintaining an EMT-P license.
6. So long as the City provides an ambulance service, the City shall maintain a minimum of two pumping apparatus (pumpers or quints) in service, which are able to respond to calls, and each pumping apparatus (pumpers or quints) shall be manned per Article IX section D, who are solely dedicated to each and may not cross staff except for the fireboat.
7. Battalion Chiefs shall not be required to work on an ambulance, except that a Battalion Chief may choose to accept an overtime assignment on an ambulance.
8. This MOU will expire at the same time and in the same manner as the current Labor Agreement, and either party may revisit the terms of the MOU in bargaining for a successor Labor Agreement.
9. The parties agree to append this MOU to the Labor Agreement.

[signed by the parties on _____]

APPENDIX G
MEMORANDUM OF UNDERSTANDING ON FACEPIECE FIT TEST

This Memorandum of Understanding is entered into by and between the Fire Chief of the City of Alton, Illinois ("City") and the International Association of Firefighters Local #1255 ("Union"), parties to a collective bargaining agreement covering the City's Firefighters effective now through successor Agreement ("Agreement").

WHEREAS, under the Occupational Safety and Health Administration ("OSHA") Respiratory Protection Standard 29 CFR 1910.134, the City, mandated by the Illinois Department of Labor, has requested to implement the Annual Facepiece Fit Test Procedure.

WHEREAS, the parties have met and negotiated regarding said implementation,

WHEREAS, the parties have reached certain understanding and agreements regarding said procedure, and now desire to memorialize said understandings and agreements in writing,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

I. RE: FACEPIECE FIT TEST PROCEDURE

1. Midwest Occupational Medicine (or successor facility selected by the City) will act as the PLHCP.
2. The Respirator Medical Evaluation Questionnaire shall be evaluated by the PLHCP.
3. All firefighters referred to the PLHCP for evaluation shall be informed to "strike through" section 5 of the "Request for Medical Treatment and Release of Information" form in addition to writing "NO" and initialing to ensure that the employee's questionnaire information is not shared with anyone unless the employee signs a separate release form.
4. All medical records, including the medical questionnaire, regarding the Facepiece Fit Test Procedure shall be maintained at the designated PLHCP.
5. The Union and the Fire Chief agree that if any firefighter is not released to wear a respirator by the PLHCP, the firefighter will be given a written explanation of test results that indicated and/or detected a problem that the PLHCP based his/her decision upon. If the PLHCP fails to give a written explanation, then the employee will be placed on paid administrative leave until the explanation is received at which time paragraph 6 applies.
6. In the case of an employee who is not released to wear a respirator by PLHCP, and subject to paragraph 5, the Union and the Fire Chief agree that any firefighter referred to his/her own physician for evaluation shall be provided with up to three duty days (excluding 8th day shifts) to be seen and released by their own physician. This time off

will be paid administrative leave. If the employee, using reasonable efforts, is unable to schedule an appointment with his/her physician within the three duty days, the City shall at the employee's request, unless the employee is cleared by the PLHCP for light duty, place the employee on light duty without needing the approval of the employee's doctor as normally required under Article XIX, Section F.3.b. of the labor agreement so long as the issue is related to the OSHA Respirator Fit Test Questionnaire, for a period not to exceed 3 light duty days unless an employee is referred to a specialist. The visit to the firefighter's physician will be handled through the firefighter's health insurance, with the department reimbursing the firefighter for the co-pay. The reimbursement will only apply to the first visit to the firefighter's primary care physician.

7. The Union and the Fire Chief agree that if any firefighter has to be reassessed by a physician, by recommendation of the PLHCP, that once the employee has obtained a release from a licensed physician, the employee shall be allowed to return to work immediately to complete the Facepiece Fit Test Procedure.
8. The PLHCP and Physician's Evaluation Form ("Release Form") shall be maintained in the personnel file at human resources for the duration of the firefighter's career.
9. Nothing herein precludes or prejudices an employee from claiming that a medical condition is duty-related.

II. EFFECT OF MEMORANDUM

IN WITNESS WHEREOF, the parties have hereto executed the Memorandum of Understanding on the dates shown below, thereby signifying that this Memorandum of Understanding is intended to modify and be read as part of the parties' said Agreement, and is to be effective as of the date(s) shown below having been ratified by their respective constituencies.

[signed by the parties on March 15, 2019]

APPENDIX H SHORT CHANGE MOU

The International Association of Fire Fighters, Local #1255, hereafter called "Union" agrees to allow the Fire Chief's office to short change an employee's schedule during the fourteen (14) day posting window for scheduling and within the posted work cycle. This agreement does not affect the established practice of modifying a floater's work schedule prior to or during a posted work cycle. This variance is agreed contingent upon eleven (11) personnel scheduled for the vacated day.

The City of Alton agrees that there is to be no provision for a 24 hour employee to work a light duty shift assignment of less than 24 hours.

In addition, the Union agrees to work with the Chief's office within the next 30 days to draft a Physician's Return to Work / Restriction form highlighting that a firefighter is scheduled to work a 24 hour shift (excluding 40 hours employees). It is agreed that the employee shall have this form at each physician's appointment to be completed by the physician and returned to the Chief's office by the end of the business day.

[signed by the parties on January 16, 2015 (Employer) and January 26, 2015 (Union)]

**APPENDIX I
INSURANCE PLAN INFORMATION**

Option 1: 100% Plan

	City's Cost	2022-23	2023-24	2024-25	2025-26
Employee	\$1,051.96	\$0	\$10	\$15	\$20
Employee & Spouse	\$2,103.93	\$75	\$43.32	\$65	\$86.66
Employee & Child(ren)	\$1,998.73	\$75	\$41.15	\$61.75	\$82.33
Family	\$3,050.69	\$75	\$85	\$94.25	\$125.65

Option 2: 80/20% HSA

	City's Cost	2022-23	2023-24	2024-25	2025-26
Employee	\$1,051.96	\$0	\$0	\$0	\$0
Employee & Spouse	\$2,103.93	\$15.65	\$20.86	\$31.30	\$41.75
Employee & Child(ren)	\$1,998.73	\$14.87	\$19.81	\$31.30	\$41.72
Family	\$3,050.69	\$22.70	\$30.25	\$45.39	\$60.49

Option 3: 80/20%

	City's Cost	2022-23	2023-24	2024-25	2025-26
Employee	\$1,051.96	\$0	\$0	\$0	\$0
Employee & Spouse	\$2,103.93	\$16.25	\$21.66	\$32.50	\$43.32
Employee & Child(ren)	\$1,998.73	\$15.44	\$20.57	\$30.88	\$41.15
Family	\$3,050.69	\$23.57	\$31.41	\$47.13	\$62.81

Benefit Outline	100%	80/20% HSA	80/20%
Carrier / PBM	United Health Care	United Health Care	United Health Care
Plan Type	PPO	HSA	POS
Plan Name		HAS	BASE
Network	Choice Plus	Choice Plus	Choice Plus
Deductible (Individual / Family)	\$500 / \$500	\$2,800 / 5,600	\$1,500 / 3,000
Deductible Type	Embedded	Embedded	Embedded
Out-of-Pocket Maximum (Ind. / Fam.)	\$2,000 / \$4,000	\$5,600 / \$11,200	\$3,000 / \$6,000
Coinsurance (In)	100/0 %	80/20 %	80/20 %
Wellness / Preventive Care	\$0	Ded, 80/20 %	\$0
Primary Care Office Visit	\$20	Ded, 80/20 %	\$20
Specialist Office Visit	\$20	Ded, 80/20 %	\$20
Walk-In / Urgent Care Visit	\$45	Ded, 80/20 %	\$45
Emergency Room	\$80	Ded, 80/20 %	\$80

Benefit Outline	100%	80/20% HSA	80/20%
Outpatient Lab / X-Ray	Ded, 100/0 %	Ded, 80/20 %	Ded, 80/20 %
Complex Imaging (MRI, CAT, PET, et.al)	Ded, 100/0 %	Ded, 80/20 %	Ded, 80/20 %
Outpatient Surgical Facility	Ded, 100/0 %	Ded, 80/20 %	Ded, 80/20 %
Inpatient Hospital Facility	Ded, 100/0 %	Ded, 80/20 %	Ded, 80/20 %
Prescription OOP Max (Ind. / Fam)	Included in Medical	Included in Medical	Included in Medical
Retail Prescription Drug Copays	\$7.50 / \$20 / \$40	\$7.50 / \$20 / \$ 40	\$7.50 / \$20 / \$40
Retail Prescription Drug Copays	\$12 / \$35 / \$75	\$12 / \$35 / \$75	\$12 / \$35 / \$75
Specialty Prescription Drugs	Covered in Retail	Covered in Retail	Covered in Retail
Non-network Deductible (Ind. / Fam.)	\$1,000 / \$2,000	\$5,600 / \$11,200	\$3,000 / \$6,000
Non-network OOP Max (Ind. / Fam.)	\$4,000 / \$8,000	\$11,200 / \$22,400	\$12,000 / \$24,000
Non-network Coinsurance	70% / 30%	50% / 50%	60% / 40%

APPENDIX J ILLINOIS FIRE DEPARTMENT PROMOTION ACT

LOCAL GOVERNMENT (50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

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 based on a scale of 100 points.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.
(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking 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 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 over the highest ranking person 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 person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon 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 or positions continue to be funded and authorized 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 be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.
(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any

component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates. The review sessions shall be at no cost to the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.
(Source: P.A. 97-352, eff. 8-12-11.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(c) Where chief's points or other subjective methods are employed that are not amenable to

monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC may charge reasonable fees that are related to the costs of administering authorized programs and conducting classes, including without limitation the costs of monitoring programs and classes, to the following: (i) applicants for certifications or recertifications, (ii) recipients of certifications or recertifications, and (iii) individuals and entities approved by the JLMC to conduct programs or classes.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

(1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and

(2) submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office.

(Source: P.A. 97-174, eff. 7-22-11.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)

Sec. 900. (Amendatory provisions; text omitted).

(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 93-411, eff. 8-4-03.)