

**LABOR CONTRACT**

**Between**

**THE CITY OF SPRINGFIELD, ILLINOIS  
*A MUNICIPAL CORPORATION***



**SPRINGFIELD FIRE FIGHTERS LOCAL 37**

**OF THE**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO, CLC**

**01 March 2021 – 28 February 2025**

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	6
ARTICLE I – RECOGNITION AND REPRESENTATION	6
1.1 Recognition and Appropriate Bargaining Unit	6
1.2 New Hire Orientation	6
ARTICLE II – MANAGEMENT RIGHTS	6
2.1 Management Rights	6
2.2 Supremacy of Law	7
2.3 Chain of Command	7
2.4 (a) Compliance With Rules	8
2.4 (b) Rules and Regulations Committee	8
2.5 General and Special Orders	8
ARTICLE III – NO STRIKE-NO LOCKOUT	9
3.1 No Strike	9
3.2 No Lockout	9
ARTICLE IV – GRIEVANCE PROCEDURE	9
4.1 Grievance Defined	9
4.2 Procedures	9
4.3 Arbitration	10
4.4 Arbitrator's Authority	11
4.5 Arbitrator's Decision	11
4.6 Failure to Process in a Timely Manner	11
4.7 Arbitration Costs	12
4.8 Discipline Appeals	12
4.9 Civil Service Appeals Process	12
4.10 Grievance Meetings	13
ARTICLE V – HOURS OF WORK	13
5.1 Application	13
5.2 Workday and Average Work Week	13
5.3 Starting Times	14
5.4 Exchanging Tours of Duty	15
5.5 Overtime	15
5.6 Hireback	18
5.7 Rules Governing Adjustments to Kelly Days Following Involuntary Reassignment	19
ARTICLE VI – SALARIES	20
6.1 Salaries	20
6.2 Longevity Pay	20
6.3 Private Fire Duty	20

	<u>Page</u>
ARTICLE VII – HOLIDAYS	20
7.1 Number of Holidays	20
7.2 Days of Observance	20
7.3 Working on a Holiday	21
7.4 Holiday Pay	21
7.5 Eligibility Requirements	21
7.6 Division I Holidays	21
ARTICLE VIII – VACATIONS	22
8.1 Amount of Vacation	22
8.2 Vacation Eligibility	23
8.3 Vacation Scheduling	23
8.4 No Accumulation	24
ARTICLE IX – SENIORITY	24
9.1 Definition	24
9.2 Probationary Period	25
9.3 (a) Layoff Not Affecting Minimum Manning	25
9.3 (b) Layoff Affecting Minimum Manning	25
9.4 Determination of Seniority for Same Day Hires	26
9.5 Termination of Seniority	26
9.6 Seniority List	27
9.7 Vacancies and Transfers	27
9.7 (a) Vacancies	27
9.7 (b) Transfers	27
ARTICLE X – LEAVE OF ABSENCE	28
10.1 Discretionary Leaves	28
10.2 Military Leave	28
10.3 Bereavement Leave	28
10.4 Sick Leave	29
10.5 Payment for Sick Leave	32
10.6 Union Business	35
10.7 Restoration to Active Duty	35
10.8 Non-Duty Related Leave	35
10.9 Personal Days	35
10.10 Family Medical Leave	36
10.11 Benefit Time Donation	37
ARTICLE XI – GROUP HEALTH INSURANCE	38
11.1 Group Health Insurance	38
11.2 Non-Duplication of Benefits	38
11.3 Miscellaneous	39

	<u>Page</u>
ARTICLE XII – GENERAL PROVISIONS	39
12.1     Physicals	39
12.2     Drug and Alcohol Testing	39
12.3     Non-Discrimination	39
12.4     Gender of Words	40
12.5     Promotional Appointments	40
12.6     Residency	44
12.7     Direct Deposit	45
12.8     Replacement of Personal Property	45
12.9     Training Opportunities and Educational Reimbursement	45
12.10    Extreme Weather Conditions	47
12.11    Uniforms	47
ARTICLE XIII – HEALTH AND SAFETY	48
13.1     Health and Safety	48
13.2     Joint Occupational Safety and Health Program	48
13.3     Medical Treatment	49
13.4     Wellness and Fitness Subcommittee	50
ARTICLE XIV – DEPARTMENT STRUCTURE	50
14.1     Normal Duties	50
14.2     Department Structure	50
14.3     Working Out of Classification	52
ARTICLE XV – DIVISION I - OPERATIONS	52
15.1     Probationary Firefighters Orientation Period	52
15.2     Special Teams	52
15.3     Relief Captains	53
15.4     Fire Equipment Support Technician	53
ARTICLE XVI – DIVISION II – FIRE SAFETY	54
16.1     Division II	54
ARTICLE XVII – DIVISION III – TRAINING AND EDUCATION	56
17.1     Division III	56
17.2     Division III Bidding	57
ARTICLE XVIII – DISCIPLINE	57
18.1     Discipline	57
18.2     Firemen’s Disciplinary Act	58

	<u>Page</u>
ARTICLE XIX – DUES AND CHECK OFF	62
19.1 Dues and Assessments	62
19.2 Authorization	62
19.3 Checkoff	62
19.3 (a) Involuntary Deduction	62
19.3 (b) Objections on Religious Grounds	63
19.3 (c) Objections on Other Grounds	63
19.3 (d) New Employees	63
19.4 Indemnification	63
19.5 Transmittal	64
19.6 Procedure for Processing Fair Share Objections	64
ARTICLE XX – SAVINGS CLAUSE	65
20.1 Savings Clause	65
ARTICLE XXI – ENTIRE CONTRACT	66
21.1 Entire Contract	66
21.2 Amendment	66
ARTICLE XXII – TERMINATION	67
22.1 Termination	67
APPENDIX A – WAGE RATE TABLES	68
Appendix A.1.1 Division I and Monthly Wage Rates	68
Appendix A.1.2 Division II and III Monthly Wage Rates	69
Appendix A.2.1 Division I and Annual Wage Rates	70
Appendix A.2.2 Division II and III Annual Wage Rates	71
Appendix A.3.1 Division II and III Differential	72
Appendix A.3.2 Working out of Classification	72
Appendix A.3.3 EMT Pay	72
Appendix A.3.4 Education Incentive	73
Appendix A.4 Payroll Period	73
Appendix A.5 Monthly Base Rate	73
Appendix A.6 Rank Differential	74
APPENDIX B – LONGEVITY FORMULA	75
Appendix B.1 Longevity Formula Schedule	75

	<u>Page</u>
APPENDIX C – FORMS	76
Appendix C.1 Absence Report	76
Appendix C.2 Return to Work – City of Springfield	77
Appendix C.3.1 Workers Compensation Forms (Acknowledgement)	78
Appendix C.3.2 Workers Compensation Forms (Medical Investigation Information Waiver)	79
Appendix C.3.3 Workers Compensation Forms (Employees Accident/Injury Report)	80
Appendix C.3.4 Workers Compensation Forms (Medical Slip)	81
Appendix C.3.5 Workers Compensation Forms (Notice of Return to Work)	82
Appendix C.3.6 Form 45 and Waiver	83
Appendix C.4 Exchange Tours of Duty Request Form	84
Appendix C.5 Education Contract Form	85
Appendix C.6 Benefit Time Donation Form	86
Appendix C.7 Division 1 Sick Sell Back Request Form	87
Appendix C.8 Division II, III, or 40 hour work week Sick Sell Back Request Form	88
APPENDIX D – DIVISION I HOLIDAY SCHEDULE	89
APPENDIX E – DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE	90
Appendix E.1 Purpose	90
Appendix E.2 Definitions	90
Appendix E.3 Prohibitions	91
Appendix E.4 Drug and Alcohol Testing	91
Appendix E.5 Conduct of Drug and/or Alcohol Tests	93
Appendix E.6 Drug and/or Alcohol Test Results	94
Appendix E.7 Discipline	95
Appendix E.8 Voluntary Requests for Assistance	95
APPENDIX F – MEMORANDUM OF AGREEMENT - JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE	97
APPENDIX G – MOU ON PEHP/VEBA AND BANKED VACATION DAY	98
APPENDIX H – ALTERNATE DUTY POLICY	99
APPENDIX I – FIRE FIGHTER PREGNANCY POLICY	102
APPENDIX J – MEMORANDUM OF AGREEMENT - SUMMARY OF CHANGES	103

## **PREAMBLE**

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours and other conditions of employment.

## **ARTICLE I**

### **RECOGNITION AND REPRESENTATION**

#### **1.1 Recognition and Appropriate Bargaining Unit:**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with the Employer for the wages, hours and conditions of employment of those Employees holding the position or rank of Probationary Fire Fighter, Fire Fighter, Driver Engineer, Captain, Fire Inspector, Fire Investigator, Senior Fire Investigator, Public Education Officer, Senior Public Education Officer, Battalion Chief. By the terms of this Contract, the Union shall not represent as collective bargaining agent those Employees holding the position or rank of Fire Chief, Division Fire Chief, Deputy Division Fire Chief, Director of Communications and other supervisory, managerial and confidential Employees, mechanics, mechanic helpers, communication operators and office clericals.

#### **1.2 New Hire Orientation**

The Employer shall provide a Union officer with an opportunity to share information regarding the Union and the collective bargaining agreement, as well as enrolling new hires in IAFF FIREPAC, with a new hire or group of new hires during their initial orientation. The Union officer will not be compensated by the City for time spent during such orientation.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

#### **2.1 Management Rights:**

Except to the extent limited by express provisions elsewhere in this Contract, it is recognized that the Mayor or his designee, has, and will continue to retain, the right and responsibility to direct the affairs of the Fire Department in all its various aspects. Among the rights retained by the Department is the right to direct the work forces; to plan, direct and control all the operations and services; to schedule and assign work, to establish work and productivity standards, and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations

and services are to be conducted; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities. Nothing in this Agreement shall be construed as improperly delegating to others the authority conferred by law on the Employer, or in any way improperly abridging or reducing such authority and further; nothing contained herein shall improperly supplant the lawful authority of the Springfield Civil Service Commission.

## **2.2    Supremacy of Law:**

It is understood that this Contract cannot and does not supersede or control over any ordinance or statute adopted or amended prior to the effective date of this Contract or its predecessor, as the case may be, unless this Contract is or has been ratified by the City Council of the City of Springfield, Illinois. The Employer will take all appropriate action to modify or amend the City Code to eliminate any conflict with the provisions of this Contract. Each party warrants and covenants to the other to take all steps necessary to insure that the terms hereof are binding on themselves, their successors and assigns.

## **2.3    Chain of Command:**

There shall be two chains of command, one emergency and one non-emergency, which shall be adhered to by all members of the Department in directing the work forces and controlling the operations of the Department, except in cases of existing emergencies where the safety of the Fire Fighters, the public and/or its property is in danger and it is not possible to follow the "chain" to continue to preserve such safety. The "chains" need not be followed when exchanging or requesting routine information. When an individual in the "chains" is unavailable or cannot be located after a reasonably diligent effort has been made that step in the "chain" may be skipped. The emergency or "Incident Chain of Command" shall be:

Incident Commander  
Battalion or Sector Chief  
Company Officer

The "Incident Commander" may be only the Fire Chief, a Division Chief, Deputy Division Chief or a Battalion Chief or Captain depending on the nature of the incident.

The non-emergency or "Administrative Chain of Command" shall be:

Mayor (or his/her Designee)  
Fire Chief  
Division Fire Chief  
Deputy Division Fire Chief  
Appropriate Battalion Chief  
Captain or Company Officer



#### **2.4 (a) Compliance With Rules:**

The Employer and its representatives and the Employees agree to follow and adhere to all rules, regulations, general and special orders so long as the same are in full force and effect. The Employer agrees that where the Union contends that new or revised rules, regulations or orders promulgated by the Employer affect the working conditions and performance of duty by Employees and appear to be in conflict with the terms of the Contract, the same shall be subject to the grievance procedure.

#### **(b) Rules and Regulations Committee:**

The Employer shall appoint three (3) representatives and the Union shall appoint three (3) representatives to a Rules and Regulations Committee, which shall serve as a standing Committee to jointly revise and update the Rules and Regulations of the Springfield Fire Department. This Committee shall meet not less than one time each month for up to six (6) months to prepare and publish recommended, updated Rules and Regulations for the Springfield Fire Department. If the Committee desires an extension of the six-month time period to prepare and publish its recommendations or the recommendations of individual committee members, the parties in writing may approve as many 30-day extensions or such time as they may mutually agree. This Committee shall not meet less than one time each six (6) months thereafter for the purpose of further reviewing and updating such Rules and Regulations. The final form and content of such updated Rules and Regulations for the Department shall be determined by the Employer. Fair and just consideration shall be given to the Union's viewpoint. All members shall serve on the Committee at the discretion of the Employer or the Union as the case may be.

#### **2.5 General and Special Orders:**

The Employer has and retains the right to issue, revise and/or rescind general, specific, or other orders to direct the affairs of the Department.

The Department currently has in the use the following initiating documents:

1. General Order - a permanent order issued by the Chief, or his designee. Each order issued by the designee will be signed as the Acting Chief when the Chief is absent or as the Chief's designee when so instructed by the Chief.
2. Special Order - a semi-permanent order issued by the Chief, or his designee. Each order issued by the designee will be signed as the Acting Chief when the Chief is absent or as the Chief's designee when so instructed by the Chief.
3. Memo - informational document issued, dated and numbered.

4. Reply Message - used to request or provide information within a prescribed or reasonable response time frame.

The Department shall supply the Union with updated documents as referenced above and agrees to send a copy of all future orders or memoranda such as are commonly released within the Department to the Secretary of the Union. Distribution of General Orders, Special Orders, or other communications may be made electronically as determined by the Chief.

### **ARTICLE III**

#### **NO STRIKE-NO LOCKOUT**

##### **3.1 No Strike:**

During the term of this Contract, neither the Union, its officers or agents or any Employee will instigate, promote, or engage in any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work, the abstinence from the faithful and proper performance of all the duties of employment, or any illegal activity, regardless of the reason for doing so.

##### **3.2 No Lockout:**

The Employer will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

It is the intent and purpose of the parties to use their individual and collective best efforts to settle and resolve their differences on a prompt and informal basis. Where such informal efforts are unsuccessful in resolving grievances, the following procedure shall be employed for settling such disputes.

##### **4.1 Grievance Defined:**

A grievance is a dispute or difference of opinion raised by the Union, by an individual Employee, or by a group of Employees (with respect to a single common issue) covered by the terms hereof, involving the meaning, interpretation or application of the express provisions of this Contract.

##### **4.2 Procedures:**

The formal procedure for resolving grievances between the parties shall be:

**Step 1:** Any Bargaining Unit Employee with or without a Union Steward or the Union may take up a grievance or dispute in writing with his immediate non-unit supervisor within ten (10) days of the date when the Employee or the Union knew of the occurrence giving rise to the grievance. Any grievance

not filed within such time limits shall be deemed to be waived. Before presenting a written grievance, the Union's representative shall state in writing the nature of the complaint and the section allegedly violated and shall sign the grievance. The supervisor shall give his written answer within five (5) days of filing of the grievance. In this context and throughout the provisions of this grievance procedure, the term "days" shall be construed to mean business days unless otherwise specified.

**Step 2:** If the grievance remains unsettled, and the Union or the Bargaining Unit Employee desires to appeal, it shall be presented to the Chief of the Department within ten (10) days of the Step 1 response. The Chief shall attempt to adjust the grievance by meeting with the Steward or the President or his designee, and shall respond with his written decision within ten (10) days of the submission to Step 2.

**Step 3:** If the grievance remains unsettled, and the Union or the Bargaining Unit Employee desires to appeal, it shall be submitted to the Mayor or his designee within ten (10) days of the Step 2 response. The Mayor or his designee shall attempt to adjust the grievance by meeting with the Grievance Committee of the Union and shall respond with his written decision within fourteen (14) days of the submission to Step 3. As to any grievance resolved in Steps 1, 2 or 3 of the procedure, the resolution or settlement shall be reduced to writing and signed by both parties.

#### **4.3 Arbitration:**

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) business days after the receipt of the Step 3 response. The parties shall attempt to agree upon an arbitrator, within five (5) business days after receipt by the Employer of the notice of referral, from a list of seven (7) arbitrators which shall be mutually agreed to by the City and the Union. The City and the Union may jointly agree to select one of the arbitrators from this list for any grievance arbitration. In the event that the parties are unable to agree upon a list of arbitrators, or an individual arbitrator from the list of arbitrators within ten (10) days, they shall immediately jointly request the services of the Federal Mediation and Conciliation Services. A joint request shall be made to FMCS to submit a panel of seven (7) arbitrators who shall be nationally certified and shall be from the State of Illinois, Wisconsin, Indiana or Iowa. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The parties shall strike alternating names until one (1) arbitrator remains. The order of striking shall be determined by a coin toss. The winner of the coin toss shall have the right to determine which side selects to strike the first name. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place, subject to the reasonable availability of the Employer and the Union representatives. All arbitration hearings shall be held in the City of Springfield, Illinois, unless the parties mutually agree otherwise.

#### **4.4 Arbitrator's Authority:**

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Contract. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event that the arbitrator finds a violation of the terms of this Contract, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall submit his written decision within thirty (30) days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Contract to the facts of the grievance presented. A decision rendered consistent with the terms of this Contract shall be final and binding.

#### **4.5 Arbitrator's Decision:**

The decision of the arbitrator may be enforced, at the insistence of either party or the arbitrator, in the Circuit Court for Sangamon County, Illinois. The commencement of a new fiscal year after the initiation of arbitration procedures under this Contract, but before the arbitrator's decision, or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or the authority of the arbitrator or the Circuit Court or the decision of either. At any time the parties may by mutual written agreement amend or modify an arbitrator's decision. The arbitrator's decision shall be reviewable by the Circuit Court only for the reasons that the arbitrator exceeded his authority or that the order was procured by fraud, corruption or other similar or unlawful means as set forth in the Illinois Uniform Arbitration Act, 710 ILCS 5/1 *et seq.* The pendency of such proceedings for review shall not automatically stay in the order of the arbitrator.

#### **4.6 Failure to Process in a Timely Manner:**

If a grievance is not appealed to the next step within the time limits set forth or during a mutually agreed written extension, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. The time limits set forth throughout the procedure shall be in effect except as to those grievances involving the Department's action in the case of a disciplinary suspension, discharge or layoff from work; when the grievance shall be filed by the end of the day after the Employee or the Union knew of the action.

Time limits for the processing of any grievances may be extended at any time by the written mutual Agreement of the parties.

**4.7 Arbitration Costs:**

The fee and expenses for the arbitrator's services, if any, shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator. However, none of the terms of this Article shall contravene any existing law or statute.

**4.8 Discipline Appeals:**

The Employer agrees that Employees shall be disciplined or discharged only for just cause.

Disciplinary actions, other than an oral reprimand and disciplinary suspensions of five (5) days or less for 24-hour Employees or five (5) days or less for 40-hour per week Employees shall be subject to the grievance procedure set forth above and shall not be subject to the jurisdiction of the Civil Service Commission. Disciplinary suspensions in excess of five (5) days as referenced above or discharge, may be subject to the exclusive jurisdiction of the Civil Service Commission or to the grievance provisions of this Contract at the option of the disciplined Employee as to which appeal procedure (Grievance Arbitration or Civil Service Commission) the Employee may select.

Further it is agreed that the grievance provisions of Article IV and the Civil Service appeals procedure are mutually exclusive and that no relief shall be available under Article IV with respect to any matter which, at the Employee's option, is appealed to the Civil Service Commission; and no relief shall be available under the Civil Service appeals process to any matter which, at the Employee's option, is appealed to the grievance arbitration procedures of Article IV of this Agreement. Disciplinary suspensions of thirty (30) days or more and discharges shall be subject to the expedited procedure mutually agreed to by the parties.

**4.9 Civil Service Appeals Process:**

Where an Employee exercises his option to appeal discipline to the Civil Service Commission, the language of this article shall not be construed to deny said individual his rights of appeal, available under "An Act to Regulate Civil Service in the Cities", 65 ILCS 5/10-1 *et seq.* as amended.

#### **4.10 Grievance Meetings:**

The Union shall be notified and afforded the opportunity to be present at all grievance meetings concerning grievances not filed by the Union; and any settlement made shall not be inconsistent with the Contract. If the Union believes any such settlement to be inconsistent with the Contract, it may file a grievance.

### **ARTICLE V**

#### **HOURS OF WORK**

#### **5.1 Application:**

This Article is intended to define the normal hours of work per day or per week and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. No more than one kind of premium pay shall apply to a given hour of work performed by an Employee.

#### **5.2 Workday and Average Work Week:**

**A. 1.** The work day for Division I personnel shall consist of twenty-four (24) consecutive hours; the work week shall consist of an average of fifty-one point three (51.3) hours on a schedule of twenty-four (24) hours on duty, immediately followed by forty-eight (48) hours off duty, except that every 12th shift as assigned by the Chief with the approval of the Union shall be a "Kelly Day" on which the Employees shall also be off duty. The Employer may designate a work period of up to twenty-eight (28) days for determining liability under the FLSA. The implementation of any such work period shall be in conformity with the requirements of the FLSA.

**A. 2.** Effective January 1, 1998, the work day for Division I personnel shall consist of twenty-four (24) consecutive hours; the work week shall consist of an average of fifty point four (50.4) hours on a schedule of twenty-four (24) hours on duty, immediately followed by forty-eight (48) hours off duty, except that every 10th shift as assigned by the Chief with the approval of the Union shall be a "Kelly Day" on which the Employees shall also be off duty. The Employer may designate a work period of up to twenty-eight (28) days for determining liability under the FLSA. The implementation of any such work period shall be in conformity with the requirements of the FLSA.

#### **B. 1. Shop Employees**

The work day for all eight (8) hour Bargaining Unit Employees shall consist of eight (8) hours of work in a work week of forty (40) hours and five (5) consecutive work days in a seven-day period commencing on Monday.

## **B. 2. Fire Safety Employees**

Fire Safety Employees in Division II, shall work a forty (40) hour week of four (4) ten (10) hour days in a seven (7) day period or at the Chief's discretion five (5) eight and one half (8½) hour days in a seven (7) day period with every other Friday scheduled off. Work schedules other than the above shall be subject to negotiations with the Union.

C. The Employer may hold over or call back Employees for hours of work in addition to those set forth above, in the event of existing emergencies or similarly urgent situations, provided Employees so held over or called back shall be compensated as per the terms of this Contract.

D. An Employee whose work day extends from one calendar day into another, or who works overtime from one calendar day to another, (i.e. from Saturday into Sunday or from the day before a holiday into a holiday) shall be considered as working on the calendar day which he started to work.

### **5.3 Starting Times:**

A. The starting time for Division I Employees (with the exception of Battalion Chiefs) shall be 7:00 a.m. Effective January 3, 2014, the starting time for Division I Battalion Chiefs shall be 6:00 a.m. Fire Safety Employees of Division II, shall have their starting time established at 7:00 a.m.

B. The first shift starting time for "eight (8) hour" Employees shall be between the hours of 7:00 a.m. and 9:00 a.m. In the event the Employer adopts a second shift, the second shift starting time shall be between 3:00 p.m. and 4:00 p.m. If such a second shift is established by the Employer, a rotating system for shift assignments shall be developed jointly by the Employer and the Union. The Employer reserves the right to adopt other shift starting times on a temporary basis during existing emergencies or similarly urgent situations, provided it is in accordance with other terms of this Contract.

C. The quitting time for Division I Employees shall be 7:00 a.m. (with the exception of Battalion Chiefs) unless properly relieved prior to that time. Effective January 3, 2014, the quitting time for Division I Battalion Chiefs shall be 6:00 a.m. In the event the oncoming shift of any company has fewer personnel reported for duty than the minimum required for that apparatus (due to vacations, sick leave or injury) then an Officer of the relieved shift is responsible for ensuring the apparatus is properly staffed. It is understood no Companies are to be out of service at 0700 or 1900 awaiting manpower.

D. The quitting time for "forty-hour" (40) Employees shall be the prescribed quitting time which shall be established in accordance with the terms of this Contract.

E. Any Employees who, without just cause, fail to adhere to the provisions established in paragraphs (a) through (d) of this section shall be subject to disciplinary action.

#### **5.4 Exchanging Tours of Duty:**

The Fire Chief or his designee, at his discretion, may grant the request of any two (2) Division I Employees to exchange tours of duty or days off. Such request to exchange tours of duty will not be arbitrarily denied. The Employer, however, reserves the right to limit such exchanges to a maximum of 192 hours per calendar year, per Employee. Changing tours of duty for educational purposes shall be exempt from the 192-hour limitation on time exchanged, provided that it pertains to the fire service. If the course or program does not relate to the fire service, it shall be exempt from the 192-hour limitation only when the class is scheduled for after 4:00 p.m. The Employer, at its discretion, may require substantiation of the course or program purpose and of the Employee's attendance for the exchange of the tours of duty. All hours so exchanged must be repaid within 12 months. A form for said purpose will be furnished by the Department (Appendix C.4). If any employee is unable to fulfill a trade thirty (30) days or more in advance of the trade, the trade shall be canceled, unless half of the trade has been completed and the employee responsible for working the remainder of the trade is able to fulfill the trade. In the event an individual who has agreed to work and has been approved to work for another individual (K-day or time trade) who is regularly scheduled to work, the substituting individual shall be responsible for failing to work as agreed including, but not limited to, being charged 1.5 times the sick hours for calling in sick.

#### **5.5 Overtime:**

Overtime shall be granted and administered as follows:

A. On call-back, a forty (40) hour Bargaining Unit Employee shall receive one and one-half (1½) times his regular rate with a minimum of two (2) hours as show up time. Such Employees may alternately accumulate up to eighty (80) hours of compensatory time initiated at the Division Level and at the rate of time and one-half (1½). Employees may utilize accumulated time as they choose, subject to the approval of the Employer and based upon reasonable operational considerations. Up to two (2) accumulated compensatory days may be carried over into the next calendar year. All other accrued compensatory time shall be paid for in cash on the first regular pay period check following the end of the calendar year. Utilization of accumulated compensatory time shall be hour for hour.

B. Any Division I Employee held over at completion of his regular shift shall be paid not less than fifteen (15) minutes at time and one half (1½) of the Employee's hourly rate of pay. Any Division I Employee called back to work at other than his regularly scheduled work hours shall be paid a minimum of two (2) hours at time and one-half (1½) of the Employee's hourly rate of pay. All additional hours worked, whether on holdover or call back, will be paid at time and one-half (1½) the Employee's hourly rate of pay for all hours actually worked.



C. Court Time: When any Bargaining Unit Employee is required to appear in Court, pursuant to a subpoena, on a job-related case during his off-duty hours, the Employee shall be paid overtime pay of one and one-half (1½) times his regular hourly rate.

D. Compensatory Time For Division 1 Employees: When an employee works a hire-back or otherwise earns compensatory time off, the employee may elect to bank the hours as compensatory time in lieu of receiving monetary compensation in that pay period. This banked time may be used to take time off at a future date when the leave calendar might otherwise be full and prevent normal scheduling of time off.

Effective upon ratification of the 2013 contract, any time accrued and categorized as Compensatory Time, will be transferred into a Hire-Back Bank at one and one-half (1.5) hours per hour worked. The following procedure shall be followed for utilizing the Hire-Back Bank/Comp Time option:

Accrual Limits: Banked time may be accumulated in increments of no less than 2 hours at a time. Time shall be banked at a rate of 1.5 times the number of hours worked (e.g., 24 hours worked equals 36 hours banked). However, if the full amount would cause the balance accrued to exceed the maximum 144 hours, only that which will bring the balance to 144 hours will be banked and the remainder will be paid as overtime.

Notice of Banking a Hire-Back: All shift overtime will be placed on the employee's regular check unless they notify the Division Chief of Operations (or his designee) via email (or reply message in a timely manner) they would like the time worked to be credited towards their Hire Back Bank. When working an assignment other than shift work (special events), the employee must notify the Division Chief of Operations (or his designee) that they elect the time due to go into their Hire-Back Bank or it will included on their next regular paycheck.

Requesting to Use Hire-Back Bank Time: In order to request Hire-Back Bank time, the employee must at that time, have the equivalent of time and one half of the time requested in the bank. The time must be requested in increments of twelve (12) hours (0700-1900 hours, or 1900-0700 hours) or 24 hours (0700-0700). Hire-Back Bank days may be used consecutively; for advance scheduling of the Hire-Back Bank day(s), employees shall submit a reply message to the Battalion Chief. All requests will be recorded with the date and time they are received. An employee must, at a minimum, notify the Battalion Chief one hour prior to the start of their scheduled shift that they will be utilizing a Hire-Back Bank day. Requests for Hire-Back Bank days on double time holidays shall be denied.

If a hire-back is necessary to cover the employee's requested time off, the Battalion Chief shall so advise the employee as soon as practical. All Hire-Back rules shall apply in order to fill vacancies caused by

a Hire-Back Bank request except as expressly modified by this Article. In such case, the employee shall have the following options as illustrated below:

1. To direct the Battalion Chief to forgo the request for time off and requisition payment for 36 hours of banked time (e.g., 24 hours requested at time and a half equals 36 hour reduction in Hire-Back Bank) on the next regular payroll check;
2. To withdraw the request and to resubmit a request for leave at another time that does not cause hire-back;
3. Take the leave requested. If the leave requested causes a hire-back, the scheduled employee's Hire-Back Bank shall be reduced by time and one half for each hour granted off (e.g., 24 hour hire-back at time and a half equals 36 hour reductions in Hire-Back Bank). If no hire-back is required, the request shall be hour for hour, and the employee taking the leave shall have his Hire-Back Bank reduced hour for hour (e.g., 24 hours off equals 24 hours reduction in Hire-Back Bank). If, during the course of a shift, manning falls below the minimum and a hire-back is needed (e.g., sickness or injury), the employee using his Hire-Back Bank will not be charged one and one times the hours.

Cash Out: If an employee elects to cash in any portion of their Hire-Back Bank, a request shall be made to the Division Chief of Operations, or his designee, indicating the amount of accrued hours to be converted to cash. An employee may request a cash out only once annually and be limited to 72 hours. The City shall cash out a members Hire-Back Bank in excess of 72 hours on the first pay period in February of each year, this pay-out shall be based on the employee's Hire-Back Bank balance as of 0700 hours January 1<sup>st</sup>. The accrued hours will be paid at the employee's current rate of pay.

Subject to the parties agreement and adoption of the alternative procedure described in paragraph (b), The Union and its bargaining unit members agree to defend, indemnify, save and hold harmless the City, its officers, agents and employees, from any and all damages, costs, expenses and penalties arising from any complaint or allegation that these restrictions on the use of Hire-Back Bank/Compensatory Time do not comply with Section 7(o)(5) of the Fair Labor Standards Act regarding the use of compensatory time.

Any and all disputes that may arise between the parties as to the administration of this section shall be resolved through the grievance arbitration procedure, Article IV of this agreement, except that such grievance shall be filed at Step 3. The parties' agreement to utilize the grievance procedure to resolve any disputes arising under this section is based upon the authority vested in them under §8 and 15 (b) of the Act, 5 ILCS §§315/8, 315/15 (b). Such agreement is also made in reliance upon the Supreme court's decision in 14 Penn Plaza LCC v. Pyett, 129 S. Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of time due available to employees from their

compensator time banks as established under this section do not comply with §7 (o) (5) of the FLSA , 29 USCA §207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable § 7 (o) standards of the FLSA, the cash value of any time due in dispute based on the then applicable overtime rate or awarding additional compensatory time off and shall have no authority to award any attorneys fees or any penalties against the parties.

#### **5.6 Hireback:**

Hireback shall be rotated by the Chief of the Department in accordance with the procedures mutually established by the Department and the Union. The Department shall maintain one hireback list. The rate of pay for all Employees working hireback shall be one and one-half (1½) times the Employee's regular rate of pay. Each shift shall be manned by assigning at least forty-nine (49) Employees per shift. The City shall maintain a minimum complement of forty-five (45) Driver Engineers unless layoffs have occurred. Hireback shall also include hiring of personnel for specific duty assignments, such as training, inspections or other authorized assignments as approved by the Chief of the Department. Payment for hireback will be issued on the same day as the regular pay day.

**5.7 Rules Governing Adjustments to Kelly Days Following Involuntary Reassignment:**

**Based on 50.4 Hour Work week**

**Shifts Between Used K-Days**

1	
2	
3	
4	0 Hours Off
5	
6	
7	12 Hours Off
8	
9	
10	
11	
12	24 Hours Off
13	
14	
15	
16	36 Hours Off
17	
18	
19	48 Hours Off

\* - K-day exchange shall be considered a “used” K-day.

K-day adjustments will only occur after reassignments that are contractual. For example, promotions, job bidding, or transfers generated by the Employer. Any other reassignments requested by the employee will not be subject to a K-day adjustment. For example, requests to move into a non-biddable position or lateral trades.

## **ARTICLE VI**

### **SALARIES**

#### **6.1 Salaries:**

The salaries for Bargaining Unit Employees are set forth in Appendix A attached hereto and made a part hereof.

#### **6.2 Longevity Pay:**

Longevity Pay Plan for the Bargaining Unit Employees for the terms of this Contract shall be as set forth in Appendix B attached hereto and made a part hereof.

#### **6.3 Private Fire Duty:**

For private fire duty or private watch, such work shall be rotated by the Fire Chief in accordance with departmental seniority and the procedure mutually established by the Department and the Union. In those cases where a specific forty (40) hour Bargaining Unit Employee is necessary because of a particular hazard or the background of the individual, the Chief may direct that such Employee be included in the fire watch. The rate of pay will be established by the Union in consultation with the Chief of the Department.

Any jurisdiction contacting the Chief of the Fire Department to provide private fire duty shall be informed of the rate in existence at the time of the contact. The Department shall afford the Union the opportunity to be present at all meetings with outside jurisdictions concerning the rate of pay for private fire watch.

## **ARTICLE VII**

### **HOLIDAYS**

#### **7.1 Number of Holidays:**

The following shall be considered holidays for eligible regular full-time forty (40) hour Bargaining Unit Employees covered by the terms of this Contract: NEW YEAR'S DAY, MARTIN LUTHER KING'S BIRTHDAY, LINCOLN'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, FRIDAY FOLLOWING THANKSGIVING, THE DAY BEFORE OR AFTER CHRISTMAS AS DESIGNATED BY THE CITY COUNCIL, AND CHRISTMAS DAY.

#### **7.2 Days of Observance:**

Holidays shall be observed by all forty (40) hour Bargaining Unit Employees, covered by the terms of this Contract, on the same dates observed by other City Employees, as determined by the Employer. If a forty (40) hour Bargaining Unit Employee's regularly scheduled day off falls on a holiday, another day off will be chosen by the Employee subject to supervisory approval.

### **7.3 Working on a Holiday:**

An eligible forty (40) hour Bargaining Unit Employee who works on a holiday shall be paid double time for all hours worked on such holiday with a minimum of two (2) hours wages paid for show up.

### **7.4 Holiday Pay:**

For each such holiday, when not worked, an eligible forty (40) hour Bargaining Unit Employee will receive eight (8) hours pay at his regular straight time hourly rate.

### **7.5 Eligibility Requirements:**

In order to be eligible for holiday pay, the appropriate Bargaining Unit Employee must have worked or been paid for his regularly scheduled work day before and following the holiday, except that absence due to illness for which sick leave is paid shall not disqualify an Employee. An Employee on layoff, unpaid leave of absence, or suspension on or over a holiday shall not be eligible for holiday pay. A day's absence for which sick leave or vacation is paid shall be considered as a day worked for purposes of this Section.

### **7.6 Division I Holidays:**

The twelve (12) specific holidays recognized for Division I Employees for each calendar year shall be determined by the Employer after consultation with the Union and be designated in Appendix D.

Division I (24 hour) Employees who work on a designated holiday shall be paid for such shift at the rate of double time (2x) their regular rate of pay for all time actually worked on the 24 hour shift starting on the day recognized as a holiday.

## ARTICLE VIII

### VACATIONS

#### **8.1 Amount of Vacation:**

Employees covered by this Contract shall be entitled to vacation as of their anniversary date of employment in any year according to the current practice of the Department:

A. Division I Employees:

<b><u>MONTHS OF CONTINUOUS SERVICE</u></b>	<b><u>AMOUNT OF VACATION HOURS/PAY</u></b>	<b><u>VACATION DAYS</u></b>
0 through 12 months	96 hours pay	4 duty days
13 through 24 months	120 hours pay	5 duty days
25 through 36 months	144 hours pay	6 duty days
37 through 60 months	168 hours pay	7 duty days
61 through 120 months	192 hours pay	8 duty days
121 through 180 months	216 hours pay	9 duty days
181 through 240 months	240 hours pay	10 duty days
241 through 300 months	264 hours pay	11 duty days
301 through 359 months	288 hours pay	12 duty days
360 through 419 months	312 hours pay	13 duty days
420 months or more	336 hours pay	14 duty days

As of January 1, 1985, all Division I first-year Employees shall earn a vacation with pay prorated at the rate of four (4) duty days on their appointment date to the end of that calendar year. Example: For a calendar year ending 12/31/85, an individual hired April 1, 1985 will be entitled to 2.97 duty days prorated at .33 duty days per month.

Upon completion of an individual's first calendar year, vacation days will be advanced for the next calendar year and further years to come. Example: An individual in his second year would receive five (5) days because his appointment day would fall within his next calendar year.

Upon retirement, an individual would receive vacation pay prorated on his final calendar year. All other Division I Employees are grandfathered in accordance with the vacation practice in effect at the time they were hired.

B. Forty (40) hour Bargaining Unit Employees:

<u>MONTHS OF CONTINUOUS SERVICE</u>	<u>AMOUNT OF VACATION HOURS/PAY</u>
0 through 12 months	40 hours pay
13 through 36 months	80 hours pay
37 through 60 months	120 hours pay
61 through 120 months	128 hours pay
121 through 180 months	152 hours pay
181 through 240 months	160 hours pay
241 through 300 months	168 hours pay
301 through 359 months	176 hours pay
360 through 419 months	184 hours pay
420 months or more	192 hours pay

Notwithstanding the above, no Employee working ten (10) hour days prior to 3/1/2000 shall suffer any reduction in vacation benefits (i.e., an Employee working a ten (10) hour day prior to 3/1/2000 will only have 8 hours of vacation deducted for an absence of an entire ten 10) hour day).

**8.2 Vacation Eligibility:**

In order to be eligible for a full vacation, a Division I or forty (40) hour Bargaining Unit Employee who, as of his anniversary date of employment, has been continuously employed in the Department at least one (1) year, must have worked or been paid for as if worked 2,350 hours during the preceding year of employment. This requirement for forty (40) hour Bargaining Unit Employees shall be 1800 hours.

**8.3 Vacation Scheduling:**

A. As far as practicable, vacations shall be granted at times most desired by Employees, with preference to Employees having greatest seniority in case of conflict and shall be scheduled in a manner to be established by the Department and Union mutually. Six (6) Division I employees on each shift may be off on vacation at the same time the Monday before Memorial Day through the Monday after Labor day. All other months, five (5) Division 1 employees on each shift may be off on vacation at the same time. An additional vacation slot will be allowed for every twenty-four (24) hours of unused Personal Time, up to a maximum of eight (8) vacation days. *Example: On any given shift if one (1) personal day is used there shall be seven (7) vacation days available on that day. If no personal days are used there shall be eight (8) vacation days available.* The additional vacation day slots will be approved on



the day of use at 0645. This example represents a six slot day only. The example would be reduced by one for any five (5) slot days.

On all holidays, eight (8) Division I employees on each shift may be off on vacation at the same time, as long as hireback is not caused. If there are not enough vacation slots to accommodate all Division 1 members, the parties agree to meet and negotiate modifications of the vacation schedule accordingly.

B. When a transfer occurs into a biddable position (when the employer is required by contract to bid a position), the employee shall be able to move four (4) of their scheduled vacation days to within one shift consecutive to their currently scheduled vacation time. When a transfer is initiated by the employer, the employee shall be able to move all scheduled vacation days to within one shift consecutive to their currently scheduled vacation time. All movement of vacation time defined in 8.3B, shall be allowed despite the number of employees already on vacation, per shift as defined in 8.3A.

#### **8.4 No Accumulation:**

In accordance with City Code, vacations shall not accumulate except as provided for in Appendix G.

## **ARTICLE IX**

### **SENIORITY**

#### **9.1 Definition:**

The seniority of Employees covered by this Contract shall be based on their length of continuous service since their last date of hire with the Department. For all purposes in this Contract, the term "seniority" shall be deemed to mean departmental seniority unless otherwise specifically stated. Seniority shall not be considered interrupted because of absence due to illness or injury (as long as the Employee remains in the service of Employer), or while on authorized leave (unless otherwise provided) or while on disciplinary suspension. In the event an Employee is laid off or accepts a disability pension which is later terminated and the Employee returns to the Department's active service, the Employee shall be entitled to his accumulated seniority at the time he was placed on layoff or on the disability pension. No seniority shall accumulate while the Employee is on the disability pension. However, an Employee who begins to receive a duty or occupational disability pension on or after March 1, 2000, may make written notification to the City to have his/her seniority credited equal to the amount of creditable service (maximum of 3 years) purchased by the Employee under PA 91-0466. Such change in seniority will be made after the Employee has returned to active service for twelve (12) months and will not be retroactive.

## **9.2 Probationary Period:**

Each Employee shall be considered a probationary Employee for the first twelve (12) months of continuous service, after which his seniority shall date back to his date of hire with the Department. There shall be no seniority among probationary Employees, and they may be discharged, disciplined or otherwise terminated without recourse at the sole discretion of the Department, in compliance with applicable Civil Service rules which may be in effect from time to time. In the event of a layoff affecting probationary Employees, the last hired shall be the first laid off. If less than all the probationary Employees hired on the same date are to be laid off, then the layoff shall be made in reverse order of the listing of such Employees on the Civil Service employment list.

## **9.3 Layoff:**

### **(a) Layoff Not Affecting Minimum Manning:**

In the event a reduction of Employees becomes reasonably necessary due to lack of funds, such a layoff shall be by Departmental seniority. Employees in the affected classification with the least seniority shall displace the least senior Employee in the next lower rated classification. An Employee not eligible to be placed under the provisions of the preceding sentence shall be laid off. In determining which Employee will be "reduced" from one such classification to another in the event of an economic layoff, seniority shall be cumulative in rank or position and not departmental seniority. Employees who are laid off shall have their names placed on the appropriate reemployment list in the reverse order of dates of layoff for a period of three years from the date of said layoff. (Example: An Employee serves three (3) years as a Fire Fighter, three (3) years as a Driver Engineer, and two (2) years as a Captain. During a layoff causing a demotion, an Employee would be credited with five (5) years in the promoted position of Driver Engineer).

### **(b) Layoff Affecting Minimum Manning:**

Reductions in the established minimum manning may be made only where layoffs are required by a bona fide lack of funds. In the event of layoffs required by a bona fide lack of funds, the forty-nine (49) man minimum manning requirement shall be suspended and unless otherwise mutually agreed by the parties shall be replaced by the following schedule:

<b><u>UNIFORMED FIRE FIGHTERS</u></b>	<b><u>MIN. MANNING</u></b>
197 and above	49
194 through 196	47
191 through 193	45
188 through 190	43
185 through 187	42
182 through 184	41
179 through 181	40
176 through 178	39
173 through 175	38
170 through 172	37
167 through 169	36
164 through 166	35

Further reductions shall be consistent with the above schedule.

Any reductions carried out under this Article shall be implemented so as to maintain the minimum manning compliments as specified for each company and/or unit set forth in Section 14.2 of this Contract.

The priority of individual Employees in any layoff conducted under this subsection shall be determined in the same manner specified in subsection (a) above.

#### **9.4 Determination of Seniority for Same Day Hires:**

Seniority shall be computed from the date of appointment. If more than one person is hired on the same day, then that person occupying the highest position on the Civil Service appointment list shall receive seniority preference.

#### **9.5 Termination of Seniority:**

Seniority and the employment relationship shall be terminated when an Employee:

- A. quits; or
- B. is discharged consistent with terms of this Contract; or
- C. retires or is retired (see Section 12.3 (E)); or
- D. is laid off and fails to report to work within fourteen (14) days after having been recalled; provided further, that the Employee must have notified the Department of his intention to return within three (3) duty days after receiving the notice of recall. All notices are to be by certified mail. The Department may at its discretion grant additional time to return to work; or

E. does not report to work at his scheduled time for his second scheduled duty day after the termination of an authorized leave of absence; or

F. is absent for two (2) consecutive duty days without notifying the Department.

Service and seniority broken under subsection (e) and (f) may be reestablished if the Employee can show that extenuating circumstances prevented his timely return.

#### **9.6 Seniority List:**

The Fire Chief or his designee shall maintain the seniority list of Employees covered by this Contract, and it shall be made available to the Union upon request within five (5) business days. Two (2) weeks prior to job bidding, the Employer and the Union shall establish a mutually agreed upon seniority list. This list shall be posted at each fire station.

#### **9.7 Vacancies and Transfers:**

##### **(a) Vacancies:**

Vacancies in the Department occurring because a Bargaining Unit Employee has quit, been discharged, retired, been promoted or been awarded a disability pension shall be filled by promotion within 30 days of the vacancy occurring.

Temporary vacancies due to extended illness/injury, duty or non-duty related, or military duty shall be filled by temporary promotion within sixty (60) days of the vacancy occurring. The Relief Captains may be reassigned to temporary vacancies at the Captain rank on their respective shifts to which they have been previously assigned.

When a vacancy shall occur in any bargaining unit position, said opening shall be posted on bulletin boards in all the City's Fire Stations for at least ten (10) calendar days after the vacancy occurs. This does not limit the Chief to posting vacancy positions in advance to their becoming available, i.e., advanced signing of retirement papers.

Any bargaining unit Member of the appropriate rank may apply in writing to the Chief during this ten (10) day period.

##### **(b) Transfers:**

Commencing the week of December 1, 1997, and annually thereafter during the same time period, for Division I employees, positions shall be bid and filled strictly on a seniority basis. Effective the first week of December 1 after the signing of this agreement negotiated in 2013, and every other year thereafter, transfers in accordance with this job bidding clause shall take place as soon as practical after January 1, but no later than January 30. Kelly Day adjustments will not be given in order to accommodate any voluntary transfers due to job bidding. FLSA payments will be paid.

The Chief will have the final decision on transfers and reassignments, however, each decision must be made in a fair, just and impartial manner, based upon bona fide operational considerations in the best interest of the City and the Department giving due consideration to seniority. Any dispute as to a specific vacancy shall be consolidated into one grievance.

## **ARTICLE X**

### **LEAVE OF ABSENCE**

#### **10.1 Discretionary Leaves:**

- A. The Department may at its sole discretion grant a leave of absence to any Employee for good and sufficient reason. Consistent with the City Code, the Department shall at its sole discretion set the terms and conditions of the leave.
- B. Any requests for leave of absence shall be submitted in writing by the Employee through the chain of command to the Chief of the Department. The request shall state the reason the leave is requested and the maximum length of time the Employee desires.
- C. Requests for leaves not exceeding thirty (30) days shall be answered in writing within five (5) days. Requests for leaves exceeding thirty (30) days shall be answered in writing within ten (10) days.

#### **10.2 Military Leave:**

Military Leave shall be granted in accordance with military orders and applicable law.

#### **10.3 Bereavement Leave:**

In the event of a death in the immediate family of a Bargaining Unit Employee, the Employee shall be granted a leave of absence with pay for five (5) consecutive calendar days, or two (2) duty days, whichever is greater. "Immediate Family" shall include the Employee's spouse or civil union partner, children, step-children, parents, step-parents, sister, brother, step-sister and step-brother. In the event of the death of other members of the Employee's family, including grandmother, grandfather, grandchild, grandparents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law or legal guardian, the Employee shall be granted a leave of absence with pay for three (3) consecutive calendar days. The Fire Chief may grant additional time off, as is reasonably necessary under the circumstances of an individual case. Calendar days for purposes of this section shall not include holidays, but shall include weekends. Employees are not eligible to work hire-back or holiday from the time they go on bereavement leave until 0600 the day their shift would conclude.

#### **10.4 Sick Leave:**

Sick Leave shall be granted, administered and taken in accordance with the following:

A. General: Accumulated sick leave hours may be used for non-duty illness, injury or disability of the Employee or of the Employee's immediate family residing with the Employee that in good faith requires the Employee's personal care and attention. The Employer may require substantiation of the necessity of the Employee's personal care and attention for the family Member.

B. Accumulated sick time may be utilized in 12 hour increments, either twelve (12) hours AM sick time or twelve (12) hours PM sick time for Division I Employees.

Utilization of this provision requires the same notification as provided for in *Article X – Leave of Absence, Section 10.4 Sick Leave of the CBA*, with the following exceptions.

1. Bargaining Unit Members may request sick leave, in twelve (12) hour increments. When the Bargaining Unit Member elects to utilize the 12 hour AM sick leave provision provided herein, the Bargaining Unit Member must additionally notify the Department not later than 4:45 PM, the day of their regular scheduled tour of duty, to request the use of an additional twelve (12) hours of PM sick leave, if additional sick leave is required. Absent the request for the additional twelve- (12) hours of PM sick leave by 4:45 PM, the Bargaining Unit Member shall report to complete their regular scheduled tour of duty at 7:00 PM.

1a. In the situation of a Member reporting to duty at 7:00 AM and being required to return home due to unforeseen family illness, said Member will be allowed to return to duty at 7:00 PM of the same duty day to complete his tour unless proper notification is made requesting the additional 12 hours as outlined in Section 10.4 B.1.

C. Rate of Accumulation: Forty (40) hour Bargaining Unit Employees shall accrue sick leave in accordance with the City Code (8 hours of paid sick leave during each month of continuous service uninterrupted by resignation, discharge or layoff). New employees hired on or after the ratification of the 2013 contract shall accrue (16) hours of sick leave in Division I, during each month of continuous service uninterrupted by resignation, discharge or layoff. Division I Bargaining Unit Employees shall accrue .833 days (20 hours) of sick leave during each month of continuous service uninterrupted by resignation, discharge or layoff. Twenty four (24) hours of accumulated sick leave credit (24 hours for Division I Employees and 8 hours for Division II, III, and 40 hour Employees working an 8 or 10-hour day) shall be deducted from such Employee's sick leave accumulation for each duty day not worked. Notwithstanding the above, no Employee working ten (10) hour days shall suffer any reduction in sick

leave benefits (i.e., an Employee working a ten (10) hour day will only have 8 hours of sick leave deducted for an absence of an entire 10 hour day).

D. Advancement: An Employee with less than one (1) year's seniority, with insufficient accumulated sick leave, upon request shall be advanced sick leave in accordance with the following schedule:

<u>DIVISION</u>	<u>MAXIMUM AMOUNT WHICH MAY BE REQUESTED</u>
I	144 hours
II, III, & 40 hour	24 hours

Second year fire fighters with insufficient accumulated sick leave, upon request, shall be advanced up to 72 hours depending upon the Employee's Division). An Employee so advanced sick leave shall be required to pay back such sick leave by accumulating an amount of sick leave equal to the amount advanced within twelve (12) months of the date of advancement of sick leave, at which time the amount of advanced sick leave shall be deducted from his total accumulated sick time. An Employee who fails to meet the requirement, or whose employment by or with the Department ceases for whatever reason, shall be required to reimburse the Department for such sick leave not paid back (and the Department may have the appropriate amount deducted from the Employee's pay).

E. Medical Documentation and Control of Abuse of Sick Leave: The parties recognize that the abuse of sick leave interferes with the Department's productivity and is unfair to the great majority of Bargaining Unit Employees with good attendance records. To provide a reasonable degree of assurance that sick leave is not abused, the parties agree that:

1. Division I Employees must notify the Department that they will be on sick leave by 6:30 a.m. the day of their regular scheduled tour of duty. However, employees are encouraged to call in prior to 6:30 a.m. when possible. Forty (40) hour Bargaining Unit Employees will notify the Department at the start of their regular scheduled tour of duty.
2. The Employer shall require an Employee to submit medical documentation attesting to the necessity of the Employee being absent from work, indicating the specific work dates the employee is unable to work, on account of illness or injury, whenever one or more of the following exists:
  - a. Any twenty-four (24) hour employee who utilizes forty-eight (48) hours or more sick leave on consecutive work days or who utilizes ninety-six (96) hours or more sick leave per calendar year. A documented medical procedure of consecutive days over twenty-four (24) hours shall count as a twenty-four (24) hour occurrence.
  - b. Any forty (40) hour employee who utilizes twenty-four (24) hours or more sick leave on consecutive work days or who utilizes fifty-six (56) hours or more per

calendar year.

c. On the second instance when an employee utilizes a sick leave occurrence the scheduled shift prior to or after any established accrued time off including Kelly Day, unless prior authorization has been approved by Division I.

Medical documentation shall be submitted in a form and manner developed by the Employer and the Union. Failure to comply with this subsection shall result in the denial of sick leave. Forty (40) hour Employees shall be subject to this provision, with the exception that 10.4(E)(2)(a) shall be three (3) consecutive duty days.

Employees who abuse sick leave shall be subject to discipline or discharge. If disciplinary action is forthcoming, it will be subject to the grievance procedure. If an Employee is off on a duty injury or extended sick leave for non-duty illness, off-the-job incurred injury or disability, that Employee will submit to the Department written documentation from his doctor to the Chief or his designee as to the length of his leave. Updated documentation may be required if additional time is required for recovery, to be submitted prior to the original date of return. Such Employees will pick up their pay checks from the Chief or his designee on pay day. Failure to submit the approved form will result in the holding of the pay check until such form has been properly completed and returned to the Employer. Any Employee hospitalized or who has injuries of such a nature as to be confined to the house will be exempt from the foregoing requirement. The Chief may determine by telephone with the hospital or the Employee's doctor that such condition exists.

3. All Employees shall cooperate in the proper and truthful completion of the absence and accident report forms in use by the Employer, attached hereto and made a part hereof as Appendix C 1-4.

4. The Employer will not require Employees who are on sick leave to remain in their homes. However, as to Employees who the Employer determines have abused sick leave, the Employer may discipline or discharge, require a medical examination as provided in 12.1 hereof, or check the Employee's condition by telephone or in person at the homes of such Employees when absent. Any such determination or action by the Employer under this subsection shall be subject to the grievance procedure.

5. A Member shall be charged for only those hours he / she was absent from work. *Example: A Member utilizes sick time at 1400 hours of their normal duty day, the Member shall only be charged for those hours used. In this example, seventeen (17) hours.*



F. Effective January 1, 2014, employees who use less than 48 hours (Division I) or 8 Hours (Division II, Division III, and 40 hour) of sick time in a calendar year (January 1 – December 31) shall qualify for a sick time usage bonus as defined below. The sick bonus will be paid no later than the last paycheck of the fiscal year. The first bonus payment herein will be in 2015 for sick time usage between January 1 – December 31, 2014.

Division I:

0 hours	\$700.00
1-24 hours	\$500.00
25-48 hours	\$200.00
More than 48	No bonus

Division II, III, and 40 hour:

0 hours	\$500.00
1-8 hours	\$250.00
More than 9 hrs	No bonus

G. Exchange Day:

1. Any Division I Employee shall be allowed to exchange up to twenty-four (24) hours of accrued sick time for twenty-four (24) hours off, but no less than twelve (12) hours may be utilized.. This option may only be exercised on days when manpower is more than two above the number needed to properly man all rigs. Request for this day off will be made not later than 0730 the day of the request.
2. This provision will not affect any benefits provided for under any other provision of the contract.
3. Request will be granted based solely on Department Seniority.
4. No employee will be allowed to take more than one exchange until such offer has been offered to all other employees working that day.

**10.5 Payment for Sick Leave:**

A. Accrued sick leave shall be paid at retirement or death as provided below:

For sick leave accumulated up to July 31, 1989, any Bargaining Unit Employee shall be paid upon retirement or death, his straight time hourly rate of pay for all sick leave accumulated over 2,160 hours (90 days x 24 hours = 2,160 hours) for Division I Employees, or 720 hours (90 days x 8 hours = 720 hours) for Division II, III, and 40 hour Employees, and five twelfths (5/12ths) his straight time hourly rate for all sick leave accumulated up to ninety (90) days.

For all sick leave accumulated after August 1, 1989, any Bargaining Unit Employee shall be paid upon retirement or death fifty percent (50%) of his straight time hourly rate for all sick leave hours accumulated, up to a maximum of 210 days (210 days x 24 hours = 5,040 hours, for Division I Employees; and 210 days x 8 hours = 1,680 hours, for Division II, III and 40 hour Employees). Effective March 1, 1997, any Bargaining Unit Employee hired after March 1, 1989 shall be paid upon retirement or death fifty percent (50%) of his straight time hourly rate for all sick leave hours accumulated, up to 150 days (150 days x 24 = 3600 for Division I employees and 150 x 8 = 1200 hours for Division II, III and 40 hour employees). Effective upon ratification of this 2013 contract, any bargaining unit employee hired on or after ratification of this contract, shall be paid upon retirement or death fifty percent (50%) of his straight time hourly rate for all sick leave hours accumulated up to 2100 hours for Division I employees and 700 hours for Division II, III, and 40 hour employees. It is understood that such cap is a limit on payment for sick leave upon retirement or death only and does not limit the accrual of sick leave as specified in section 10.4 (b).

For the purpose of calculation for Section 10.5(a) and (b), a work day or a day shall consist of eight (8) or twenty-four (24) hours depending upon the basis upon which the Employee had accumulated said sick days or hours.

B. A Bargaining Unit Employee using six (6) sick days or less (multiple absences due to the same illness or injury for which medical documentation has been provided shall be treated as a single occurrence/day) during the immediately preceding calendar year is eligible to sell back or convert sick leave days as follows:

1. Division I employees may choose from the options below utilizing the form in Appendix C.7:
  - a. 846 Hours to 1799 Hours may choose one of the following options:
    - i. Sell back up to 144 hours maximum at  $\frac{1}{2}$  rate of pay; or
    - ii. Sell back up to 72 hours at  $\frac{1}{2}$  rate of pay and convert 72 hours into 1 personal day
  - b. 1800 Hours or more may choose one of the following options:
    - i. Sell back up to 96 hours maximum at full rate of pay; or
    - ii. Sell back up to 96 hours maximum at full rate of pay and sell back 48 hours at  $\frac{1}{2}$  rate of pay; or
    - iii. Sell back up to 96 hours maximum at full rate of pay and sell back 24 hours at  $\frac{1}{2}$  rate of pay and convert 24 hours into a  $\frac{1}{2}$  personal day; or
    - iv. Sell back up to 96 hours at full rate of pay and convert 48 hours into 1 personal day; or
    - v. Convert 48 hours into 1 personal day

2. Division II, III and 40 Hour employees may choose from the options below utilizing the form in Appendix C.8:

- a. 288 Hours to 599 Hours may choose one of the following options:
    - i. Sell back up to 48 hours maximum at  $\frac{1}{2}$  rate of pay in your division; or
    - ii. Sell back up to 24 hours at  $\frac{1}{2}$  rate of pay in your division and convert 24 hours into 1 personal day
  - b. 600 Hours or more may choose one of the following options:
    - i. Sell back up to 32 hours maximum at full rate of pay in your division; or
    - ii. Sell back up to 32 hours maximum at full rate in your division and sell back 16 hours at  $\frac{1}{2}$  rate of pay in your division; or
    - iii. Sell back up to 32 hours maximum at full rate in your division and sell back 8 hours at  $\frac{1}{2}$  rate of pay in your division and convert 8 hours into a  $\frac{1}{2}$  personal day; or
    - iv. Convert 16 hours for 1 personal day
  - c. 864 Hours or more hours may choose the following:
    - i. Sell back up to 144 hours maximum at  $\frac{1}{2}$  rate of Division I pay comparable to the employee's rank and seniority
  - d. 1800 Hours or more may choose one of the following options:
    - i. Sell back up to 96 hours maximum at Division I full rate of pay comparable to the employee's rank and seniority; or
    - ii. Sell back up to 48 hours maximum at half rate of Division 1 pay comparable to the employee's rank and seniority.
3. No more than 144 hours may be sold or converted in one contract year.
4. Use of personal days shall be in accordance with the provisions of Section 10.9.
5. Such sales of sick hours shall not be denied by the Department.
6. Any Bargaining Unit Employee selling sick hours to the City will notify the Employer in writing of the number of hours included in his request after March 1 of each year.
7. Request for payment must be presented during each fiscal year or right of payment is waived for that year.
8. The Employer shall compensate the Employee within two (2) but not later than four (4) calendar weeks from the Employee's written request.
9. An Employee may elect to have the payments herein made as an Employee contribution to the Section 457 Plan in accordance with applicable law, as it may from time to time be amended.

#### **10.6 Union Business:**

Local 37 Union Officers (including Stewards and designated Union representatives) shall not lose pay for reasonable time spent during their regular working hours processing grievances or in contract negotiations. Any request for release time shall be handled in the same manner as current practice, provided, that a verbal request may be made where there is insufficient time to make a written request because of unforeseen or exigent circumstances relating to processing of grievances or contract negotiations. Time off shall not be provided in emergency situations or when minimum manning would require that a company be taken out of service. For purposes of this section, current practice includes release for bona fide Union meetings (e.g., conventions, committee meetings, seminars and honor guard). It is understood that such release shall be at no cost to the City and Local 37 shall supply qualified relief for released employees.

#### **10.7 Restoration to Active Duty:**

Any Employee who has recovered from a disability and is certified fit for duty by the Springfield Firemen's Pension Board and/or ceases receiving temporary total disability benefits through Workers' Compensation shall report to the Chief of the Fire Department, who shall thereupon order his reinstatement into immediate active service in the same rank which he held at the date he was placed on disability pension or Workers' Compensation.

#### **10.8 Non-Duty Related Leave:**

Any Fire Department Employee who becomes disabled from injuries or sickness, non-compensable under the Illinois Workers' Compensation or Occupational Disease Acts and not eligible for benefits under the Illinois Pension Code, to such an extent that he is unable to perform his regular duties, after the exhaustion of his accumulated sick and vacation leave (provided his disability shall last that length of time) shall be placed on a general leave of absence without pay for a period of up to two (2) years. Once the Employee is fit to return to duty he shall report to the Chief for immediate reinstatement at the same rank he held at the date he was placed on general leave.

#### **10.9 Personal Days:**

- A. All Bargaining Unit Employees shall receive three (3) personal days off per calendar year. Effective January 1, 1999, Division I Bargaining Unit Employees shall receive two (2) personal days off per calendar year. There shall be no more than one (1) Division I Employees scheduled off on a personal day on a shift day for each half shift unless otherwise approved by the Employer, or as provided in 10.9 C. (No more than 24 hours in the am and 24 hours in the pm). Personal days not used in a calendar year may not be carried over.

B. During the first calendar year of employment, Bargaining Unit Employees shall receive the following pro-rational personal days:

	<u>Division I</u>	<u>Division II, III or 40 Hour</u>
January - April 30	2	3
May 1 - August 30	1	2
September - December	1/2	1

C. Personal Time – Division I Employees: Personal time will be granted in four (4) hour increments for education, testing and/or certification required for promotion, or any other education, testing and/or certification approved by the Fire Chief or his designee. Any personal time granted under this provision will not count towards the limitation on Division I manning, two (2) per day and/or 48 hours, currently in place under Article 10, Section 10.9 A, Personal Days.

#### **10.10 Family Medical Leave:**

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family Member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

An eligible Employee is entitled to a maximum of twelve (12) weeks of Family or Medical Leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an Employee uses any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the City notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to submit medical verification from a health care provider. The Employee may also be required to undergo an

examination by an impartial physician. Such examination shall be paid for by the Employer. Upon return to work, the Employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical Leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the Employee was still on active duty. The Employee will be required to maintain individual health and/or dental premiums, if any. Payment of the Employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any Employee whose payment is more than thirty (30) days late.

After a leave, the Employee will be restored to the position he held prior to the leave with equivalent pay and benefits. Pension credits, if any, shall be maintained according to state statutes. An Employee who fails to return from an FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

#### **10.11 Benefit Time Donation:**

- A. Employees shall be allowed to donate vacation and/or sick time to co-workers, within their respective work location, who are suffering from documented serious health issues. The Employee receiving such donation must have no benefit time of their own available.
- B. Employees donating sick time must have a minimum of 31 days of sick time available as of the close of business on the day such days are donated. Employees may donate an unlimited amount of sick days but must maintain at least 30 sick days.
- C. Donated days shall only be used as sick days.
- D. Employees receiving days shall be paid at their current rate of pay.
- E. Employees wishing to donate days must complete a reply message to SFD Division 1, designating the number of days donated.
- F. Donated days will not be considered in determining an Employee's eligibility for sick time sellback as provided for in 10.5(b) of the Collective Bargaining Agreement.
- G. Donated days not used by the donee shall be credited back to the donor in the inverse order in which they were donated.
- H. Prior to accepting any donated days, the Union and the Human Resources Department shall first be notified. For each case of a benefit time donation, a memorandum of understanding (Appendix C.6) shall be drafted and signed by both the Union and Human Resources Department.
- I. The parties agree that either party may request to negotiate changes in the above Agreement.

## ARTICLE XI

### **GROUP HEALTH INSURANCE**

#### **11.1 Group Health Insurance:**

Bargaining Unit Employees shall be provided the same group health insurance benefits as all other Employees of the City of Springfield at the same premium rate. The benefits provided herein shall be provided through a self-insured plan or under group insurance policy or policies selected by the Employer. In the event that the Employer desires or determines to change or modify the existing health insurance program with regard to premiums or coverage, the Employer shall provide the Union with reasonable advance written notice of any such change and shall consult with its representatives prior to the change. The City shall also make available to Unit Employees the Medical Foundation Central Illinois or equivalent HMO Plan; however, the Union Employee shall pay any additional premium cost of such plan as compared to the group health insurance provided all City Employees.

#### **11.2 Non-Duplication of Benefits:**

A. In the event any Employee or dependent is entitled to benefits under any Employee group insurance plan or Employer's self-insurance plan providing benefits similar or identical to this Contract, the benefits which would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under another plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for all other services rendered, shall not exceed the amount provided for under this program. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an Employee (as distinguished from a dependent) will be considered primary, and in the case of children, the plan or program insuring the father will be considered primary.

B. The benefits provided for under the group health insurance covered by this Contract shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, dental, etc., benefits. It is intended that the benefits provided by the group health insurance covered by this Contract shall comply with and be in substitution for any provisions for similar benefits which are provided under any law now in effect or hereafter in effect. If any benefits of a similar nature to those provided in this Contract are required under any law now in effect or hereafter in effect and the benefits provided by the group health insurance covered by this Contract are not considered in substitution therefore, the benefits provided for under the group health insurance covered by this Contract shall be reduced by the amount of such benefit provided under such law. This subsection shall not apply to death benefits.

### **11.3 Miscellaneous:**

The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Department or to the Union, nor shall such failure be considered a breach by the Department or Union of any obligation undertaken under this or any other Contract. However, nothing in this Contract shall be construed to relieve any insurance carrier from any liability it may have to the Department, Union, Employee, or beneficiary of any Employee. The terms of any Contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

#### **12.1 Physicals:**

A. The Department may require an Employee to take a medical physical at any time for good cause. In the event of a grievance concerning the necessity, or results of any such medical physical, it may be filed immediately at Step 3 of the Grievance Procedure, and if not resolved at Step 3 shall be subject to Section 4.3.

#### **12.2 Drug and Alcohol Testing:**

Drug and Alcohol Testing shall be conducted in accordance with the Drug/Alcohol Testing Policy and Procedures attached hereto as Appendix E.

#### **12.3 Non-Discrimination:**

- A. The Employer and the Union agree not to interfere with the rights of Employees to become members or otherwise support the Union and there shall be no discrimination interference, restraint, or coercion by the Employer, the Union or any of their representatives against any Employee of the City of Springfield because of membership, non-membership, support or other activities in connection with the Union.
- B. In accordance with applicable law, neither the Department nor the Union shall discriminate against any Employee covered by this Contract because of race, creed, color, national origin, sex, marital status or political affiliation.
- C. Neither the Department nor the Union shall unlawfully discriminate against any Employee because of age. So there is no misunderstanding, nothing contained herein shall be considered as prohibiting the Department from establishing or enforcing a lawful mandatory retirement system, nor prohibiting the Union from contesting the legality of any such mandatory retirement system. It is agreed that the



present mandatory retirement age according to City Code (except for Employees on disability pensions arising out of Chapter 65) is age sixty (60).

D. The Employer and the Union agree to comply with the provisions of the Americans with Disabilities Act.

E. It is understood that the City has no power to alter or amend any of the provisions of 40 ILCS 5/4-101, et seq. Further, it is recognized that said legislation places no limitation on the age at which a person shall return from a Disability Pension in the event that satisfactory proof of recovery from the disability is made to the Board of Trustees of the Firemen's Pension Fund. Nothing herein shall be construed as modifying Section 12.3 C. of this Agreement.

#### **12.4 Gender of Words:**

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly inappropriate.

#### **12.5 Promotional Appointments:**

A. Promotional appointments shall be made in accordance with the rules and regulations of the Civil Service Commission as they may, from time to time, be amended. Provided, however, the proposed weights for each test component shall be recommended by a testing expert after an analysis of the job duties conducted in accordance with EEOC Uniform Technical Guidelines on Employee selection. If a change is recommended from the current weights, the City will notify the Union, discuss the recommended changes and negotiate pursuant to the law prior to implementation. Promotions for the Civil Service rank of Captain shall be based on a 75% written examination and 25% Assessment Center and promotions for the Civil Service rank of Battalion Chief shall be based on a 65% written examination and 35% Assessment Center, seniority points as provided below, and Ascertained Merit points as provided in Section 12.5(E), and Veteran's Preference Points. Employees shall receive up to points thirty (30) points for seniority, as defined under Article 9.1, accrued at one (1) point per year of service pro-rated daily and applied the date of written examination, as per state law. It is agreed that the exam process will be limited to 100 points, not including Veterans Preference, Ascertained Merit, and Seniority Points. However, no candidate for promotion shall be eliminated from consideration solely because of his score on the written examination.

B. Objections as to examination results, grading of tests and/or placement on an eligibility list shall be filed with the Civil Service Commission in writing within ten (10) calendar days of the date the Employee receives written notice of his score or placement on the list. Notice shall be sent to the Employee's last known address on record with the Civil Service Commission.

Objections shall contain the following:

1. The name, address, age, Employee's department and present position of the Employee.
2. The date, time, place and identification of the subject examination.
3. A clear and concise listing of all grievances, complaints, irregularities and other matters which form the basis of the Employee request.
4. A statement of the action the Employee urges the Commission to take.

Objections shall be heard as follows:

1. At the next regular meeting after the receipt of the Notice of Protest, the Commission shall consider the objection, hear any evidence the petitioner may wish to present and consider any facts or statements of the Chief Examiner. In reaching its decision, the Commission is limited to the following ruling:

- a. Grant the Employee's prayer in whole, in part, or so much as does substantial justice. If such a decision is rendered, the Commission will declare the whole or a part of the protested examination a nullity as it relates to the Employee and all others affected and may order the rescheduling of the test under circumstances likely to result in rectifying the cause of the protest, or
- b. Overrule the Employee's request. If the Commission finds after due consideration of all the evidence before it, that the examination was conducted in an objectively fair manner, of appropriate subject and difficulty, then the Commission shall overrule the Employee protest.
- c. The conduct of all hearings held under this section shall be in conformity with the Commission's rules generally regarding such controversial matters, and shall employ such rules and procedures most likely to expose the truth fairly and efficiently unlimited by formal rules of evidence or civil procedures.

The Civil Service Commission's decision shall not be subject to the grievance procedure.

C. Finalized lists for promotional appointments to Captain and Battalion Chief will have a maximum two- (2) year life span from date of certification to date of expiration, which shall be July 10th of odd number years at 11.59 p.m. Active promotional lists will be maintained at all times. The Fire Chief or his designee will notify the Civil Service Commission as soon as possible in advance when it is foreseen that a list will be depleted prior to the two (2) year life span.

D. Fire Engineer Eligibility: The Engineer Eligibility List will be a register of those firefighters who have met the established criteria. Firefighters will be ranked and placed on the Engineer Eligibility List strictly according to *Article IX Seniority, 9.1 Definition* and promoted as ranked when a vacancy defined

by *Article IX Seniority, 9.7 (a) Vacancies*, has been created. Names will be added to the list throughout the year when the individuals meet the qualification. All members shall notify Division III that they have met said requirements. Once Division III is notified, Division III will confirm if Member has or has not met the requirements. Division III will respond in writing (within three shifts or one week, whichever is greater), notifying the Member of his or her status in regards to the qualifications. If the Member has met the requirements, said Member is to be placed on the Driver-Engineer Eligibility list in order of seniority. Member shall remain on the list without further correspondence. In the case of certifications or the passage of classes and/or test, the qualifications shall be considered to be met when the Fire Department received notification from the appropriate certifying agency. The Driver Engineer Eligibility List will be re-established after every new promotion to Driver Engineer. It is understood that strict seniority will not be deviated from. Engineer Eligibility will not be affected by Veterans Preference Points.

Candidates promoted by this process will be required to serve a six-(6) month probationary period. Criteria that must be met to be placed on the Engineer Eligibility List, which shall be reviewed by the Promotional Review Committee to review and approve additional criteria with not less than one (1) year's notice of any additional criteria, but not more than one (1) additional criteria per contract year:

1. Valid Illinois Driver License
2. Four years of continuous service.
3. Certified Firefighter II or Basic Firefighter - OSFM
4. Certified Firefighter III or Advanced Firefighter - OSFM
5. Emergency Medical Technician B – D, IDPH
6. Fire Apparatus Engineer – OSFM
7. Roadway Specialist – OSFM
8. Haz-Mat Awareness – OSFM
9. Haz-Mat Operations – OSFM

All Certified Firefighters who are on the Engineer Eligibility List and have attained ten (10) years of Seniority as defined by Article IX, 9.1 Definition, will be eligible to challenge the Captains Exam and to be promoted to Captain.

All certified firefighters who have been at the Civil Service rank of Driver Engineer for one (1) year are eligible to challenge the Captains Exam and to be promoted to Captain.

Effective with the 2019 exam cycle, once any firefighter becomes eligible to challenge the Captains exam, all firefighters hired on that same date are eligible to challenge the exam.

E. Ascertained Merit Points:

1. Testing for the rank of Captain

Ascertained merit points are above and beyond the 100 points of the promotional examinations and shall be added to the candidate's final combined score. Candidates may receive up to a maximum of five (5) points for the 2019 and beyond promotional exam cycles. A person requesting ascertained merit points holds the responsibility of providing proof of merit achievement, i.e., diploma, certificate, license, to Division III, prior to the initiation of this application process.

<u>Points:</u>	Captains Test
Bachelor's degree in Fire related field	5 points
Associate's degree in Fire Science/Fire Technology	4.5 points
Fire Officer II	5 points
Fire Officer I	4.5 points
Merit point eligible courses	0.9 points each

2. Testing for the rank of Battalion Chief

Ascertained merit points are above and beyond the 100 points of the promotional examinations and shall be added to the candidate's final combined score.

Candidates may receive up to a maximum of five (5) points for the 2019 and beyond promotional exam cycles. A person requesting ascertained merit points holds the responsibility of providing proof of merit achievement, i.e., diploma, certificate, license, to Division III, prior to the initiation of this application process.

<u>Points:</u>	Battalion Chiefs Test
Bachelor's degree in Fire related field	4.5 points
Associate's degree in Fire Science/Fire Technology	4 points
Fire Officer II	2 points
Fire Officer I	2.5 points
Merit point Eligible Courses	0.5 points each

Points earned by a candidate are totaled for each degree, course or certification listed above, but the total points shall not exceed 5 total Merit points added to the candidate's final combined score. No class that is used within a Bachelor's degree, Associate's degree or to achieve Fire Officer 1 or 2 may be used to gain an additional points.

<u>Merit Point Eligible Courses:</u>	<u>Captains Test</u>	0.9 point each
	<u>Battalion Chiefs Test</u>	0.5 point each
Instructor I		
Instructor II		
Strategy and Tactics I		
Strategy and Tactics II		
Management and Leadership I		
Management and Leadership II		
Management and Leadership III		
Management and Leadership IV		
Fire Prevention Principals 1		
Incident Safety Officer		

A Promotional Review Committee consisting of 1 Captain and 1 Battalion chief (selected by the Union) and two Staff level Chiefs (selected by the city) will be established. All approved Merit Point Eligible courses added to the initial current list of Merit Point Eligible courses must be approved by the Promotional Review Committee and posted two years 24 months prior to the expiration of the current Captain and Battalion Chief candidate eligibility lists. Once a merit point eligible course is approved, it can never be removed from the list. Furthermore, the Promotional Review Committee shall meet during each testing cycle to consider the need to adding additional merit point eligible courses for the next promotional exam. The committee also will review the current merit point course list and its compatibility with the criteria of courses needed for Fire Officer I and II certification. Equivalent Fire Officer I and II courses can be added to the list of merit point classes as deemed necessary by the Promotional Review Committee. All persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points. Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

## **12.6 Residency:**

Effective upon ratification, the City of Springfield Residency Ordinance (effective 6/21/2016) shall apply to all firefighters hired after January 1, 2019. However, new hires shall have six (6) months from the completion of their probationary period to establish residency within the City corporate limits. Such residency shall cease after fifteen (15) years of employment. Local 37's agreement to residency for new

hires is contingent on the continued status quo of Divisions II and III. Including but not limited to those provisions set forth in Articles XVI, XVII and Appendix A.3.a, as referenced below.

**12.7 Direct Deposit: Non-economic**

Within 90 days of employment all bargaining unit employees hired on or after March 1, 2000 must participate in the City's direct deposit program. Effective upon ratification of the 2016 contract, all employees must participate in the City's direct deposit program.

**12.8 Replacement of Personal Property:**

Subject to the written approval of the Chief or his designee, personal items such as glasses and watches damaged in the line of duty shall be replaced or properly repaired at no cost to the Employee according to the dollar limits set forth below, unless specifically waived in writing by the Chief or his designee:

Watches:	\$100
Dentures:	\$300
Eyeglasses/Contacts	\$300 plus the cost of any mandatory eye examination

**12.9 Training Opportunities and Educational Reimbursement:**

A. Training Opportunities:

The City and the Union are committed to the principle of training for all Firefighters. Training for firefighters may be provided by the City through either special on-the-job training programs or approved off-the-job educational workshops and training seminars.

B. Selection for Training Opportunities:

Selection of firefighters to attend classes shall generally be based on a firefighters need for the training being offered in relation to his current position classification. Members assigned to Specialty Teams within SFD, i.e. Tech Rescue or Haz Mat, shall have preference in training opportunities so long as the training directly applies specifically to the associated team. Members assigned to an EMT I company shall have preference in training opportunities by seniority so long as the training directly applies specifically to EMS. In all other requests for training opportunities, approval shall be based on department seniority.

C. Training and Workshop Scheduling:

1. One Day Classes:

Firefighters selected to attend one-day classes of eight (8) hours or more will be compensated as follows:

- a. If the class is during a duty shift, the firefighter will be given time off to attend, or if off duty, the firefighter will be compensated as overtime unless the class is scheduled the day

following a duty shift in which case the firefighter will be allowed off at 1900 hrs on that duty shift and no overtime given. For classes less than eight (8) hours, the Firefighter attending the class will be compensated with overtime for the actual class hours.

2. Two- or More Day Classes:

- a. All hours worked (class and duty) in excess of their regular scheduled work hours for that calendar period will be compensated as overtime.
- b. If the class starts the day following a duty shift, the firefighter will be allowed off at 1900 hours on that duty shift.
- c. No firefighter will be required to return to duty until their next duty shift following the completion of the class.

3. Classes of Four Weeks or More:

- a. Firefighters selected to attend classes of four weeks or more will be placed on a 40-hour work week and compensated accordingly.

4. Kelly Days:

- a. Training on K-days is subject to the Fire Chief's prior approval. If a class is scheduled on a firefighters regularly scheduled K-day the firefighter will be compensated with overtime pay for the actual class hours attended.

D. Request Procedure:

The Firefighter shall submit an Education Contract Form (Appendix C.5) prior to enrollment in a voluntary educational class. The request will be reviewed and, if approved, reimbursement and/or payment made providing the conditions of the Education Contract are fulfilled. The Firefighter must have approval before enrolling in an educational class if reimbursement is requested. The Education Contract shall not be required for department-mandated education / training.

E. Educational Cost Reimbursement:

1. Educational Cost Reimbursement Program:

- a. Firefighters may be eligible to receive time-off from work to attend approved educational classes offered as part of a degree program, and / or they may be eligible to receive full or partial reimbursement for certain expenses incurred in conjunction with these classes.

2. Eligible Educational Classes:

- a. Educational classes which may be approved include those determined to be relevant to a firefighters present job career path within the Fire Department, or which may otherwise be in the interest of and beneficial to the Fire Department or the City.

3. Paid Time-Off from Work:

a. A firefighter may request paid time-off from work to attend an approved educational class scheduled during a firefighters regularly scheduled work day or tour of duty. Approval will be subject to management's approval.

4. Reimbursement for Class Related Expenses:

a. Firefighters may request full or partial reimbursement for the following expenses, provided that such expenses are incurred by the firefighter in conjunction with travel to and from, and attendance in an approved educational class:

- i. Tuition and registration
- ii. Books and other required class materials.

F. Eligibility for Out of Town Training Travel Pay:

Travel time will be paid in accordance with the Fair Labor Standards Act (FLSA).

**12.10 Extreme Weather Conditions:**

The Department and the Union agree to mutually establish guidelines and rules covering outside training including specifically tower drills and hose testing and other outside non-emergency duties during extreme weather conditions. Extreme weather conditions will be defined to be temperatures of 90° F or higher or below 30° F, or 15° F wind chill, including moderate to heavy rain, thunderstorms, sleet or snow. Provided, however, if the temperature is below freezing, there shall be no throwing of water. Equivalent heat index will also be considered. Where testing or evaluations are necessary during extreme weather conditions, every reasonable precaution will be taken to limit the duration of such testing or evaluation.

**12.11 Uniforms:**

The initial uniform shall be provided at the completion of the Employee's probationary period. Such uniforms shall consist of four (4) pants, four (4) winter uniform shirts, four (4) summer uniform shirts, four (4) t-shirts, one (1) belt, one (1) jacket with zip-out lining, one (1) ball cap, one (1) dress hat, one (1) sweatshirt, one (1) pair of lined winter gloves and appropriate patches, badges and insignia. Upon return of damaged or worn items, the Employer shall repair or replace said items in a reasonable time frame. Items used or abused outside the workplace will be at the Employee's responsibility to replace. Employees shall wear only issued and/or approved apparel. All uniforms, pants, shirts, t-shirts and other wearing apparel that have been issued in the past, as well as protective devices and clothing and other equipment necessary to properly protect fire fighters as is now provided will be provided by the Employer throughout the term of the Contract at no cost to the Employee. These devices, apparel and equipment shall be inspected by the Joint Occupational Health and Safety Committee on a quarterly basis to insure proper maintenance and



replacement. If assigned equipment is intentionally abused, lost other than in the line of duty, or altered without the authorization of the Chief, the Employee shall bear the cost of replacement or repair.

Any Class A uniforms that are purchased for the Employer by the Foreign Fire Insurance Board shall be maintained, repaired and replaced in the same manner as other uniform parts and equipment under this Section. Such Class A uniforms shall be and remain property of the Employer.

## **ARTICLE XIII**

### **HEALTH AND SAFETY**

#### **13.1 Health and Safety:**

In accordance with applicable law, the Employer shall make reasonable provisions for the health and safety of Employees covered by this Contract. Facilities and equipment, including fire apparatus, shall be maintained by the Employer so as to comply with applicable law. The Employees agree to maintain all equipment and facilities in such a manner as to secure their longevity and status of good repair. Equipment and facilities shall not be abused nor improperly maintained. Further, Employees who have been properly instructed in the use of a piece of equipment shall not deliberately misuse such equipment. "Misuse" shall mean to intentionally use the equipment in a manner inconsistent with nationally accepted standards in fire service.

#### **13.2 Joint Occupational Safety and Health Program:**

It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible, accidents, injuries, illness and death in the fire service.

The Employer and the Union shall each appoint one Member to the Committee, as well as one alternate Member. This Committee shall meet not less than monthly to discuss health and safety conditions and to carry out its responsibilities as set forth herein. Further, the Committee shall publish a report of its findings and activities on a quarterly basis.

The Employer shall not restrict the Committee members from entering any Fire Department facility when investigating health or safety conditions, unless prohibited by law or exigent operational circumstances.

This Committee will be guided by but not limited to the following principles:

- (a) to make an investigation of each accident, injury or death to determine the fundamental causes;
- (b) to inspect Fire Department facilities and apparatus to detect hazardous physical conditions or unsafe work methods, including training procedures;

- (c) to recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of fire fighting;
- (d) to promote safety.

The above shall not relieve Employees from their responsibilities in the area of health and safety.

In the line with those stated goals, the Committee shall:

- (1) make periodic inspections of Fire Department facilities and apparatus, protective equipment, protective apparel or devices, but not less frequently than once quarterly;
- (2) take recommendations for the corrections of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions;
- (3) review and analyze all reports of accidents, deaths, or injuries. Investigate the cause and recommend rules and procedures for the promotion of safety of the fire fighters;
- (4) make recommendations concerning the care and treatment of injured fire fighters so that a standardized medical protocol can be initiated with medical facilities that are designated to treat fire fighters on an emergency basis;
- (5) keep minutes of all joint committee meetings. A written report of such minutes shall be prepared for review and approval at the next meeting.

A record shall be kept by the Employer of accidents, injuries, illness and death. Copies of all records and reports, including all reports required by the Department of Labor, under the Occupational Safety and Health Act of 1970 as amended, shall be made available upon request to Committee members.

All disputes concerning the Employer's compliance with the terms of this section, as well as those relating to the condition or use of apparatus, equipment, facilities, apparel and devices shall be subject to the grievance procedure set forth in Article 4 hereof; provided, however, that any arbitrator's award or decision thereunder which mandates an expenditure of funds by Employer shall be advisory only. All grievances claiming a violation of this Article shall be commenced at Step 3 of the Grievance Procedure, being filed with the Mayor or his designee. Grievances concerning fire suppression strategies and tactics shall not be subject to arbitration.

### **13.3 Medical Treatment:**

The Employer shall make all necessary arrangements so that fire personnel are notified as soon as possible when they have treated or assisted persons found during treatment to have a contagious disease or to be infected with parasites. Upon such notice being given, the Employer shall take appropriate counter measures to protect the health and well-being of the Employee and his family. An ordinance shall be drafted

and presented to the City of Springfield which would require all Springfield Hospitals and Free Standing Clinics to comply with the terms of this Article.

**13.4 Wellness and Fitness Subcommittee:**

A joint labor/management subcommittee shall be formed with the purpose of bringing recommended proposals for wellness and fitness to the Full Committee Negotiating Team.

**ARTICLE XIV**

**DEPARTMENT STRUCTURE**

**14.1 Normal Duties:**

No Employees covered by the Contract shall be required to perform duties not associated with:

- A. fire fighting, fire prevention, training and education, maintenance of fire fighting apparatus, equipment or tools or facilities as is necessary for the efficient operation of the department; or
- B. emergency first aid and rescue duties in connection with the operation of the Fire Department and the Emergency Medical Services system; or
- C. demonstrations or instructions to the public or various organizations concerning public safety.

**14.2 Departmental Structure:**

The Springfield Fire Department shall consist of those operating divisions that are designated by the Mayor or his designee. The current departmental structure is as follows:

## **Fire Chief**

<b><u>Division 1 Operations</u></b>	<b><u>Division 2 Fire Safety</u></b>	<b><u>Division 3 Training &amp; Education</u></b>
Division Chief	Division Chief	Division Chief
Deputy Division Chief	Deputy Division Chief	Deputy Division Chief
Battalion Chief	Battalion Chief	Battalion Chief
Captain	Senior Fire Investigator (Capt / Batt. Chief)	Captain
Driver/Engineer	Senior Education Officer (Capt / Batt. Chief)	Driver/Engineer
Fire Fighter		Fire Fighter
Probationary F.F.	Captain	Probationary FF
	Driver/Engineer	
	Fire Fighter	

This departmental structure may be modified from time to time by the Mayor or his designee in such a manner as to promote the efficiency of the fire service, after notice to and discussion with the Union.

All Battalion Chiefs, Captains, Engineers, Fire Fighters and Probationary Fire Fighters shall be duly appointed and certified pursuant to the provisions of the Springfield Civil Service Commission rules and regulations. All other persons assigned or appointed to positions in the Departmental structure as outlined in this Section of the Collective Bargaining Agreement shall be from within the classified fire service of the City of Springfield, Illinois. Bargaining Unit Support personnel including technical, clerical, administrative and other non-uniformed personnel shall be appointed and employed pursuant to Civil Service requirements. Each company shall be assigned with Employees from the classified fire service as follows:

A. Engine and Truck Companies: 1 Captain, 1 Engineer, and not less than 1 Fire Fighter It is understood and agreed an Engine Company will be a unit designed to carry and pump water and carry hose. It is understood and agreed a Truck Company will have an attached aerial ladder device and may also pump water and carry hose. An engine or truck company shall not be operated with less than three

(3) Employees of the classified service present and serving on that unit, at least two (2) of whom shall be a promoted rank, or acting in such capacity.

B. Battalion Chief Unit: 1 Battalion Chief and 1 Captain serving as on-site safety officer and performing other duties as assigned. Battalion Chief Units shall not operate with less than two (2) Employees of the classified service present and serving on that unit, who shall be a Battalion Chief (or a Captain acting in that higher capacity) and a Captain (or Engineer acting in that higher capacity).

#### **14.3 Working Out of Classification:**

The Employer agrees not to assign Employees to work in a higher capacity or position as a means to avoid making a promotion to a permanently vacated or newly created position, after such position has been vacated or existed for over thirty (30) days. On-duty Employees moved to a company and hired back Employees assigned to a company will serve at their rank if the position is open. No Employee will be allowed to act in a capacity higher than one rank above that held by such Employee. Bargaining Unit Employees may fill any vacancy below their rank on hireback if there is not an opening at their rank. An acting Battalion Chief shall be assigned by Division I or his designee in accordance with the rules and regulations of the Fire Department. Payment for Working Out of Classification is outlined in Appendix A.3.2.

## **ARTICLE XV**

### **DIVISION I – OPERATIONS**

#### **15.1 Probationary Firefighters Orientation Period:**

- A. Probationary Firefighters will be assigned to existing vacant positions at the Fire Chief's discretion.
- B. Probationary Firefighters will not be considered as part of manpower until the individual has worked ten (10) shifts after they are assigned to Division I.
- C. Probationary Firefighters with previous training and experience, at a minimum of one (1) year on a paid department, may be counted sooner than ten (10) shifts at the Fire Chief's discretion.
- D. After twenty (20) shifts worked, the Probationary Firefighter is to be considered manpower, to include eligibility for all overtime opportunities.

#### **15.2 Special Teams:**

- A. The City recognizes the unique hazards related to the following specific disciplines:
  - 1. Hazardous Material Team: Mitigation  
Decontamination
  - 2. Technical Rescue Team: High Angle Rescue

Structural Collapse

Trench Rescue

Confined Space

Water Rescue

Dive, Swift Water, Ice

B. In order to maintain the necessary proficiency in these skills, there will be a minimum of eight (8) hours training, every other month, for each established team.

C. Team members will be compensated at time and a half (1 ½) for monthly training when off duty.

D. The goal of the City will be to train all team members to the Technician level of each discipline, as defined by the Illinois State Fire Marshal.

E. A minimum of twenty-four (24) members will be assigned to the Haz Mat Team.

F. A minimum of thirty (30) members will be assigned to the Tech Rescue Team.

G. Any openings created by a Member's resignation from the teams will be advertised at all stations with a specific closing date attached for requests.

H. As for selection, all OSFM or state-recognized training being equal, seniority will prevail. A forty-eight (48) month commitment will be required for each Special Team. A six (6) month written notice will be required to leave the team(s). A mutually agreeable hardship waiver may be granted due to unforeseen circumstances requiring the member to leave the team before their forty-eight (48) month time commitment is met.

I. Any exceptions to the above provisions shall be justified in writing by the Chief of the Department after meeting with the Union and based strictly on the operational needs of the Springfield Fire Department.

### **15.3 Relief Captains:**

A. Effective the date of the 2021 agreement, each Division I shift shall have assigned to it two (2) Captains that are not assigned to a specific Engine, Truck, or Battalion Chief unit. The Relief Captains shall be utilized at their Civil Service rank, or act in a capacity no higher than one rank above that held by the officer, and assigned on a daily basis. The Relief Captains position shall be included in the provisions of Section 9.7.B, Transfers.

### **15.4 Fire Support Technician**

Fire Equipment Support Technician (FEST) under this agreement will provide or oversee maintenance and repair to all fire department Self Contained Breathing Apparatus (SCBA) and related

equipment properties. FEST may provide maintenance and repair to any other equipment the Chief or designee deems necessary in order to support the function and success of the department.

## **ARTICLE XVI**

### **DIVISION II – FIRE SAFETY**

#### **16.1 Division II:**

Division II shall consist of Fire Inspectors, Fire Investigators and Public Education Officers. There will be one (1) Senior Fire Investigator, one (1) Senior Public Education Officer, and a minimum of six (6) Fire Inspectors. The duties of Fire Inspector or Fire Investigator may only be performed by employees with the Civil Service rank of Captain or Battalion Chief. The duties of the Senior Fire Investigator and Senior Public Education Officer may be performed by employees with the Civil service rank of Captain or Battalion Chief.

A. To gain assignment to Division II:

1. Civil Service rank of Captain or Battalion Chief, if applying for the position of Senior Public Education Officer.
2. When a vacancy occurs, employees applying to Division II who meet the above criteria will be interviewed by a Board of three (3) Staff Officers and three (3) Bargaining Unit representatives (selected by the Union), with a recommendation given to the chief for appointment.
3. Employees successfully bidding into Division II, within six (6) months, or until the course is provided, must obtain the certification of Fire Investigator as certified by OSFM. Failure to obtain the certification will result in the reassignment of the Employee. The Department will provide all expenses related to obtaining the certification. (This shall not apply to position of Senior Public Education Officer).
4. Upon successful completion of Fire Investigator 3 for Inspector/Investigations, a four percent (4%) increase shall be applied retroactive to the date of the assignment.

B. To gain assignment as Senior Fire Investigator:

1. Currently assigned to Division II, at least 3 years consecutively prior at the time of the vacancy. If no one in Division II meets the 3-year requirement, the most senior person that meets all other criteria shall be appointed the Senior Fire Investigator. Preference will be given to employees who are currently certified Arson Investigators through the Illinois State Fire Marshal's Office.

2. The Senior Fire Investigator shall be paid a 14% differential over his base pay if he has the Civil Service rank of Captain. A Battalion Chief shall receive no less than the appropriate BC pay, including longevity and base pays.

3. Within one year, or until the course is provided the candidate for Senior Fire Investigator must obtain the certification of Arson Investigator as certified by OSFM. Failure to obtain the certification will result in the reassignment of the Employee. The Department will provide all expenses related to obtaining the certification.

C. To gain assignment as Senior Public Education Officer:

1. Must have the Civil Service rank of Captain or Battalion Chief and come from any division.

2. The Senior Public Education Officer shall be paid a 14% differential over his base pay if he has the Civil Service rank of Captain. A Battalion Chief shall receive no less than the appropriate BC pay, including longevity and base pays.

3. Upon successful completion of Instructor 2 for Senior Public Education Officer, a four percent (4%) increase shall be applied retroactive to the date of the assignment.

D. Fire Investigators:

1. Subject to training availability, there will always be a minimum of two (2) Fire Investigators having police powers assigned to Division II (Fire Safety), (those that have attended Modules I through III of Fire Investigation and the Basic Arson Investigation Class – P.T.I.).

2. As it is costly for the City to provide the required training for its Fire investigators, the following will apply: An eighteen (18) month commitment to remain in Division II will be given the Department commencing on the date the individual completes Module III of Fire Investigation. Additionally, another two year commitment, bringing the total commitment to three years six months, will be given the Department when an individual completes the Basic Arson Investigation Class – P.T.I.

E. To be assigned out of Division II:

1. Being assigned out of Division II will be as follows, with the Fire Chief having the right to deviate from this procedure in extenuating circumstances at his discretion:

a. Anyone that has been assigned into Division II will have up to six months or until the time they start Module I of the Fire Investigation classes the opportunity to apply for assignment out if a position opens in Division I that does not require it be bid. NOTE: This option will not apply to anyone that while in Division I attended the three modules of Fire Investigation, if paid for by the Department.



- b. One individual per year, by seniority (in Division II), if his or her total years of commitment have been met may apply to be assigned out of Division II as long as the minimum requirement on staffing of arson investigators is in effect. NOTE: Reassignment out of Division II will not be allowed through annual job bidding, or anytime during the year a position is posted that requires that it be through the bid process.
- F. Bargaining Unit Employees shall be provided a car or car allowance while working in the field in Division II.
- G. Care, upkeep and preventative maintenance of the car will be done during the Employee's normal working hours.
- H. All inspectors shall come from the rank and file of the Springfield Fire Department.
- I. Any Bargaining Unit Member assigned to the Arson Division and who is required to wear civilian clothes in the performance of his duties shall be given a \$250 clothing allowance every six (6) months.
- J. Division II- personnel upon completion of the Fire Investigation Modules 1-3 shall receive the following clothing to be used for Fire Investigations:
  - One (1) set Carhartt quality insulated overalls;
  - One (1) set of utility coveralls; and
  - One (1) pair of high rubber boots.

## **ARTICLE XVII**

### **DIVISION III – TRAINING AND EDUCATION**

#### **17.1 Division III:**

Division III shall consist of Training and Safety. There will be one (1) Battalion Chief of Training, one (1) Battalion Chief Safety Officer, and one (1) Battalion Chief with duties as assigned to Division III. The following criteria applies to gain assignment to Division III:

- A. Civil Service rank of Battalion Chief;
- B. Employees successfully bidding into Division III, within one (1) year, or until the course is provided, must obtain the certification of Instructor 1 and 2 as certified by OSFM. Failure to obtain the certification will result in the reassignment of the Employee. The Department will provide all expenses related to obtaining the certification. Any employee transferring into Division III by initial bid, transfer, or reassignment, shall receive a 1% differential at the beginning of every third month completed in the Division, up to a maximum of 4%. Upon completion of the 12-month assignment and obtaining Instructor 1 and 2, there shall be a retroactive payment of the withheld differential;

- C. Bargaining Unit Employees shall be provided a car or car allowance while working in the field in Division III;
- D. Care, upkeep and preventative maintenance of the car will be done during the Employee's normal working hours; and
- E. All Instructors shall come from the rank and file of the Springfield Fire Department, however, the Department may continue to utilize outside trainers consistent with past practice.

#### **17.2 Division III Bidding:**

The following is agreed upon for bidding into and out of Division III.

- A. Open bid between Division I and Division III in accordance with 9.7B.
- B. Lateral transfers will be allowed.
- C. Training and Safety Battalion Chiefs may be sent to classes.
- D. Chief maintains management rights of "Betterment of the Department."

### **ARTICLE XVIII**

#### **DISCIPLINE**

#### **18.1 Discipline:**

Discipline in the Department shall be progressive and shall be designed to improve behavior, not punish it. Employees shall have the right of access to their personnel and discipline files at reasonable times and intervals. In addition to the provisions of the Fire Fighters' Disciplinary Act as expressed in Illinois Compiled Statutes, as set forth in Section 19.2, the parties agree disciplinary materials shall be expunged from personnel and discipline files within three (3) years for written reprimands and below, unless otherwise mutually agreed by the parties. Disciplinary suspensions for one (1) day or more shall be expunged from personnel and discipline files within five (5) years after the date of the incident which gave rise to the discipline or at the end of litigation if the incident has formed the basis of a suit and criminal case. Such expungements shall take place upon written request by the Employee to the Fire Chief who shall forthwith expunge such records giving the materials to the Employee. When the Employer believes that just cause exists, notification of possible discipline must be received by the union within fifteen (15) days. All charges shall be filed within thirty (30) calendar days of the date of the incident giving rise to the discipline or when the Department first knew or should have known of the incident, whichever comes later, except where good cause is shown that it was not possible to complete the investigation within the time period. Extensions of such time frames may be made by mutual written Agreement. Employees who are disciplined shall suffer no loss of rights, benefits or privileges other than the discipline itself. Discipline shall be only an oral

reprimand, a written reprimand, a suspension of time off from work (however, by mutual Agreement, initial suspensions of (5) five days or less for unexcused absences and/or abuse of time shall be documented, but the Employee shall report to work and lose no wages) or termination, except where subsequent criminal charges are filed. The type of discipline may be determined by the severity of the infraction. Employees have the right to have an attorney or Union representative present during all questioning and the disciplinary process. A suspension day shall consist of eight (8) hours for forty (40) hour Bargaining Unit Employees and twelve (12) hour days for Division I Employees.

In the event disciplinary action is taken against an Employee, other than the issuance of an oral reprimand, the Employer shall furnish the Employee and the Union in writing with a statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

For discipline other than reprimands, the Employer shall hold a pre-deprivation meeting. Prior to notifying the Employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward of the meeting and reasonably in advance of such meeting shall provide the steward with the alleged infraction. The Employer then shall meet with the Employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the Employee, and the Employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

This provision does not waive, suspend or otherwise modify any rights provided the Employee or the Union by statute, ordinance, IPLRA, Fireman's Disciplinary Act, contractual Agreement or any other provision not listed.

#### Use of Compensatory Time:

An Employee receiving a disciplinary suspension under this Article may forfeit accrued compensatory time to satisfy the unpaid suspension up to five (5) days (60 hours) of compensatory time. If an employee does not have adequate compensatory time to cover his suspension, then he shall use all of his compensatory time and the remainder of the suspension shall be unpaid.

#### **18.2 Firemen's Disciplinary Act:**

Contained herein is the language of the Firemen's Disciplinary Act as codified in the Illinois Compiled Statutes. Should the Illinois General Assembly act to modify the Act and the law is changed, the most current version of the Act as part of Illinois law shall prevail.

AN ACT setting forth certain rights which are guaranteed to Firemen in discipline procedures. P.A. 83-783, approved and effective September 24, 1983, amended January 1, 1988, 2005, 2013, and 2014, and hereafter amended.

(50 ILCS 745/1) (from Ch. 85, par. 2501)

Sec. 1. This Act shall be known and may be cited as the "Firemen's Disciplinary Act". (Source: P.A. 83-783.)

(50 ILCS 745/2) (from Ch. 85, par. 2502)

Sec. 2. Definitions. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

(a) "Fireman" means a person who is a "firefighter" or "fireman" as defined in Sections 4-106 or 6-106 of the Illinois Pension Code, a paramedic employed by a unit of local government, or an EMT, emergency medical technician-intermediate (EMT-I), or advanced emergency medical technician (A-EMT) employed by a unit of local government, and includes a person who is an "employee" as defined in Section 15-107 of the Illinois Pension Code and whose primary duties relate to firefighting.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with a fireman upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of a fireman is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge, or suspension from duty in excess of 24 duty hours.

(d) "Interrogation" means the questioning of a fireman pursuant to an investigation initiated by the respective State or local governmental unit in connection with an alleged violation of such unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning as part of an informal inquiry as to allegations of misconduct relating to minor infractions of agency rules which may be noted on the fireman's record but which may not in themselves result in removal, discharge, or suspension from duty in excess of 24 duty hours.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of a fireman.

(Source: P.A. 98-973, eff. 8-15-14.)

(50 ILCS 745/3) (from Ch. 85, par. 2503)

Sec. 3. Whenever a fireman is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

(Source: P.A. 83-783.)

(50 ILCS 745/3.1) (from Ch. 85, par. 2504)

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(Source: P.A. 83-783.)

(50 ILCS 745/3.2) (from Ch. 85, par. 2505)

Sec. 3.2. No fireman shall be subjected to questioning in relation to an allegation of misconduct without first being informed in writing of the allegations and whether the allegations, if proven, involve minor infractions or may result in removal, discharge, or suspension from duty in excess of 24 duty hours. If an administrative proceeding is instituted, the fireman shall be informed beforehand of the names of all complainants and all information necessary to reasonably apprise the fireman of the nature of the charges and the preparation of a defense.

(Source: P.A. 94-188, eff. 7-12-05.)

(50 ILCS 745/3.3) (from Ch. 85, par. 2506)

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the fireman is on duty.

(Source: P.A. 83-783.)

(50 ILCS 745/3.4) (from Ch. 85, par. 2507)

Sec. 3.4. The fireman under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

(Source: P.A. 83-783.)

(50 ILCS 745/3.5) (from Ch. 85, par. 2508)

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the fireman interrogated reasonable periods for rest and personal necessities.

(Source: P.A. 83-783.)

(50 ILCS 745/3.6) (from Ch. 85, par. 2509)

Sec. 3.6. The fireman being interrogated shall not be subjected to professional or personal abuse, including offensive language.

(Source: P.A. 83-783.)

(50 ILCS 745/3.7) (from Ch. 85, par. 2510)

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the fireman under investigation without charge and without undue delay. Such record may be

electronically recorded.  
(Source: P.A. 83-783.)

(50 ILCS 745/3.8) (from Ch. 85, par. 2511)

Sec. 3.8. No fireman shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.  
(Source: P.A. 83-783.)

(50 ILCS 745/3.9) (from Ch. 85, par. 2512)

Sec. 3.9. The fireman under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the fireman to obtain counsel.  
If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the fireman being interrogated.  
(Source: P.A. 83-783.)

(50 ILCS 745/3.10) (from Ch. 85, par. 2513)

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the fireman.  
(Source: P.A. 83-783.)

(50 ILCS 745/3.11) (from Ch. 85, par. 2514)

Sec. 3.11. In the course of any interrogation no fireman shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the fireman's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.  
(Source: P.A. 83-783.)

(50 ILCS 745/4) (from Ch. 85, par. 2515)

Sec. 4. The rights of firemen in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of firemen that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.  
(Source: P.A. 83-783.)

(50 ILCS 745/5) (from Ch. 85, par. 2516)

Sec. 5. This Act does not apply to any fireman charged with violating any

provisions of the Criminal Code of 1961, the Criminal Code of 2012, or any other federal, State, or local criminal law.  
(Source: P.A. 97-1150, eff. 1-25-13.)

(50 ILCS 745/6) (from Ch. 85, par. 2517)  
Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.  
(Source: P.A. 83-783.)

(50 ILCS 745/7) (from Ch. 85, par. 2518)  
Sec. 7. No fireman shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.  
(Source: P.A. 83-783.)

## **ARTICLE XIX**

### **DUES AND CHECKOFF**

#### **19.1 Dues and Assessments:**

All Employees covered by the terms of this Contract who are members of the Union shall be required to pay dues and assessments. Employees covered by this Contract are not required to join the Union or maintain Union membership as a condition of employment, but shall pay a service charge or fair share amount to the Union, not to exceed the normal Union dues for the purpose of negotiating and administering this Contract.

#### **19.2 Authorization:**

The Union will supply all the necessary documents for checkoff.

#### **19.3 Checkoff:**

The Employer shall checkoff Union dues, special assessments and other certified amounts on presentation of voluntarily and individually executed checkoff authorization forms. The Employer shall deduct from the salaries of the Employees executing such authorizations the amounts certified to the Employer by the Treasurer of the Union.

##### **(a) Involuntary Deduction:**

In the event that an Employee fails to voluntarily sign a checkoff authorization, or if an Employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall

make an involuntary deduction from the wages of the Employee in the amount previously certified to the Employer by the Treasurer of the Union and forward such sums to the Union.

**(b) Objections on Religious Grounds:**

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 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.

**(c) Objections on Other Grounds:**

Any non-Member making a fair share payment may object to the amount of his 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 objection in accordance with the procedures set forth in Section 20.6.

**(d) New Employees:**

Notwithstanding any of the foregoing, new Employees who sign checkoff authorization cards are eligible for checkoff only after thirty (30) days employment.

**19.4 Indemnification:**

The Union shall indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken pursuant to these checkoff provisions including any costs incurred by the Employer arising from challenges to the fair share fee amount provided that the Employer has not promoted or instigated such challenge.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

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



In the event that the Illinois State Labor Relations Board does not assume jurisdiction to resolve fair share disputes, or in the event that the services of an arbitrator are required, under the applicable law to resolve such disputes, the Union shall indemnify the Employer for any costs incurred by the Employer associated with such arbitration and any appeals related thereto.

**19.5 Transmittal:**

All sums deducted from an Employee's salary as per the terms of this Article shall be transferred by the Employer to the Treasurer of the Union not later than the second payday of each month after such deductions are made, together with an itemized statement thereof.

**19.6 Procedure for Processing Fair Share Objections:**

**Filing an Objection:** An Employee with any objection to a fair share payment shall initially file his objection by notifying the Union President in writing by registered or certified mail postmarked within thirty (30) days after he becomes aware of the basis for his objection.

**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 fair share payments is to be made, and notify the objector in writing.

**Review Step Two:** Upon receipt of the decision of the Executive Board, an objecting Employee may pursue his 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 same procedures set forth in Section 4.3 of the contract.

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

**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.

**Segregated Funds:** Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an Employee, the Union shall cause or 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 objection 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.

**Rebates:** In the event that the Union determines or an arbitration award directs a reduction in the proportionate fair 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.

## **ARTICLE XX**

### **SAVINGS CLAUSE**

#### **20.1 Savings Clause:**

None of the foregoing shall be construed as requiring either party to do anything inconsistent with Federal or State law, or the final order or decree or judgment of any court having jurisdiction over the parties. If any provisions of this Contract, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted Federal or State legislation, the remaining parts or portions of this Contract shall remain in full force and effect, and the subject matter of such invalid provision shall be open to immediate negotiations.

The Employer warrants that is this Contract is passed in ordinance form that it will take all appropriate action to modify or amend the City Code to eliminate any conflict with the terms of this Contract and to insure that the Employer is bound by the terms thereof. By ratification and passage in ordinance form, the City of Springfield warrants that it will neither enact nor cause to be enacted subsequent ordinances, executive orders, or rules or regulations which would impair the binding effect or make unenforceable the terms of this Agreement.

## ARTICLE XXI

### **ENTIRE CONTRACT**

#### **21.1 Entire Contract:**

This Contract concludes negotiations on any subject between the parties for the terms of this Contract. The Union's negotiating committee shall cause the contract to be submitted to its membership for approval, and the Department shall cause the same to be submitted to the City Council for approval in ordinance form.

#### **21.2 Amendment:**

This Contract may be amended by the mutual written Agreement of the parties at any time.

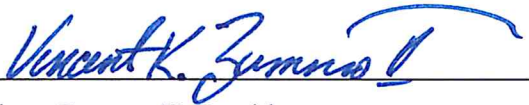
## ARTICLE XXII

### TERMINATION

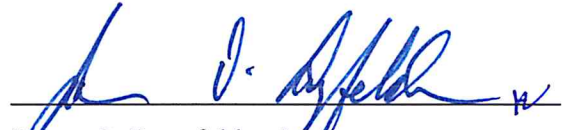
#### 22.1 Termination:

This Contract shall be effective as of March 1, 2021, and shall remain in full force and effect until February 28, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred and twenty (120) calendar days and not later than sixty (60) calendar days prior to the anniversary date that it desire to modify the Contract. In the event that such notice is given, negotiations shall begin no later than fifteen (15) calendar days after notice. This Contract shall remain in full force and effect during the period of negotiations until a successor Contract is entered into by the parties. This Contract cannot and does not supersede or control over any ordinance whenever adopted unless this Contract is ratified by the city council of the City of Springfield.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto this 12th day of April, 2022.



Vince Zummo II, President  
Springfield Fire Fighters  
I.A.F.F., Local Union 37



James O. Langfelder, Mayor  
City of Springfield

# APPENDIX A

## WAGE RATE TABLES

### Appendix A.1.1      Division I Monthly Wage Rates:

CLASSIFICATION	<u>3/1/2020</u>	<u>1.75%</u> <u>3/1/2021</u>	<u>2.00%</u> <u>3/1/2022</u>	<u>2.00%</u> <u>3/1/2023</u>	<u>2.25%</u> <u>3/1/2024</u>
Fire Fighter First Year (70%)	\$4,406.74	\$4,483.86	\$4,573.53	\$4,665.00	\$4,769.97
Fire Fighter Second Year (80%)	\$5,036.27	\$5,124.41	\$5,226.90	\$5,331.43	\$5,451.39
Fire Fighter Third Year (90%)	\$5,665.81	\$5,764.96	\$5,880.26	\$5,997.86	\$6,132.81
Fire Fighter	\$6,295.34	\$6,405.51	\$6,533.62	\$6,664.29	\$6,814.24
Fire Fighter +05 YRS	\$6,468.46	\$6,581.66	\$6,713.29	\$6,847.56	\$7,001.63
Fire Fighter +10 YRS	\$6,594.37	\$6,709.77	\$6,843.97	\$6,980.85	\$7,137.91
Fire Fighter +15 YRS	\$6,736.01	\$6,853.89	\$6,990.97	\$7,130.79	\$7,291.23
Fire Fighter +20 YRS	\$7,035.04	\$7,158.16	\$7,301.32	\$7,447.35	\$7,614.91
Fire Fighter +25 YRS	\$7,145.21	\$7,270.25	\$7,415.66	\$7,563.97	\$7,734.16
Fire Fighter +30 YRS - TIER II	\$7,208.17	\$7,334.31	\$7,480.99	\$7,630.61	\$7,802.30
Driver Engineer	\$6,751.75	\$6,869.91	\$7,007.31	\$7,147.45	\$7,308.27
Driver Engineer +05 YRS	\$6,937.43	\$7,058.83	\$7,200.01	\$7,344.01	\$7,509.25
Driver Engineer +10 YRS	\$7,072.46	\$7,196.23	\$7,340.15	\$7,486.96	\$7,655.41
Driver Engineer +15 YRS	\$7,224.38	\$7,350.80	\$7,497.82	\$7,647.78	\$7,819.85
Driver Engineer +20 YRS	\$7,545.08	\$7,677.12	\$7,830.67	\$7,987.28	\$8,166.99
Driver Engineer +25 YRS	\$7,663.24	\$7,797.35	\$7,953.29	\$8,112.36	\$8,294.89
Driver Engineer +30 YRS - TIER II	\$7,730.76	\$7,866.05	\$8,023.37	\$8,183.83	\$8,367.97
Captain	\$7,241.26	\$7,367.98	\$7,515.34	\$7,665.64	\$7,838.12
Captain +05 YRS	\$7,440.39	\$7,570.60	\$7,722.01	\$7,876.45	\$8,053.67
Captain +10 YRS	\$7,585.22	\$7,717.96	\$7,872.32	\$8,029.76	\$8,210.43
Captain +15 YRS	\$7,748.14	\$7,883.74	\$8,041.41	\$8,202.24	\$8,386.79
Captain +20 YRS	\$8,092.10	\$8,233.72	\$8,398.39	\$8,566.36	\$8,759.10
Captain +25 YRS	\$8,218.83	\$8,362.65	\$8,529.91	\$8,700.51	\$8,896.27
Captain +30 YRS - TIER II	\$8,291.24	\$8,436.33	\$8,605.06	\$8,777.16	\$8,974.65
Battalion Chief	\$8,327.44	\$8,473.17	\$8,642.64	\$8,815.49	\$9,013.84
Battalion Chief +05 YRS	\$8,556.45	\$8,706.19	\$8,880.31	\$9,057.92	\$9,261.72
Battalion Chief +10 YRS	\$8,723.00	\$8,875.65	\$9,053.16	\$9,234.23	\$9,442.00
Battalion Chief +15 YRS	\$8,910.36	\$9,066.30	\$9,247.62	\$9,432.57	\$9,644.81
Battalion Chief +20 YRS	\$9,305.92	\$9,468.77	\$9,658.15	\$9,851.31	\$10,072.96
Battalion Chief +25 YRS	\$9,451.65	\$9,617.05	\$9,809.39	\$10,005.58	\$10,230.71
Battalion Chief +30 YRS - TIER II	\$9,534.92	\$9,701.78	\$9,895.82	\$10,093.74	\$10,320.84
Fire Equip Supt Tech	\$5,036.27	\$5,124.40	\$5,226.89	\$5,331.43	\$5,451.39
Fire Equip Supt Tech + 05 YRS	\$5,174.77	\$5,265.32	\$5,370.63	\$5,478.04	\$5,601.30
Fire Equip Supt Tech + 10 YRS	\$5,275.49	\$5,367.81	\$5,475.17	\$5,584.67	\$5,710.33
Fire Equip Supt Tech + 15 YRS	\$5,388.81	\$5,483.11	\$5,592.77	\$5,704.63	\$5,832.98
Fire Equip Supt Tech + 20 YRS	\$5,628.03	\$5,726.52	\$5,841.05	\$5,957.87	\$6,091.92
Fire Equip Supt Tech + 25 YRS	\$5,716.16	\$5,816.20	\$5,932.52	\$6,051.17	\$6,187.32
Fire Equip Supt Tech + 30 YRS - TIER II	\$5,766.53	\$5,867.44	\$5,984.79	\$6,104.49	\$6,241.84

## **Appendix A.1.2**      **Division II and III Monthly Wage Rates:**

<b>CLASSIFICATION</b>	<b><u>3/1/2020</u></b>	<b><u>1.75%</u> <u>3/1/2021</u></b>	<b><u>2.00%</u> <u>3/1/2022</u></b>	<b><u>2.00%</u> <u>3/1/2023</u></b>	<b><u>2.25%</u> <u>3/1/2024</u></b>
Fire Fighter First Year (70%)	\$4,583.01	\$4,663.21	\$4,756.48	\$4,851.61	\$4,960.77
Fire Fighter Second Year (80%)	\$5,237.72	\$5,329.38	\$5,435.97	\$5,544.69	\$5,669.45
Fire Fighter Third Year (90%)	\$5,892.44	\$5,995.56	\$6,115.47	\$6,237.78	\$6,378.13
Fire Fighter	\$6,547.16	\$6,661.73	\$6,794.97	\$6,930.86	\$7,086.81
Fire Fighter +05 YRS	\$6,727.20	\$6,844.93	\$6,981.83	\$7,121.46	\$7,281.70
Fire Fighter +10 YRS	\$6,858.15	\$6,978.16	\$7,117.73	\$7,260.08	\$7,423.43
Fire Fighter +15 YRS	\$7,005.46	\$7,128.05	\$7,270.61	\$7,416.03	\$7,582.89
Fire Fighter +20 YRS	\$7,316.45	\$7,444.48	\$7,593.37	\$7,745.24	\$7,919.51
Fire Fighter +25 YRS	\$7,431.02	\$7,561.06	\$7,712.29	\$7,866.53	\$8,043.53
Fire Fighter +30 YRS - TIER II	\$7,496.49	\$7,627.68	\$7,780.24	\$7,935.84	\$8,114.40
Driver Engineer	\$7,021.82	\$7,144.71	\$7,287.60	\$7,433.35	\$7,600.60
Driver Engineer +05 YRS	\$7,214.92	\$7,341.18	\$7,488.01	\$7,637.77	\$7,809.62
Driver Engineer +10 YRS	\$7,355.36	\$7,484.08	\$7,633.76	\$7,786.44	\$7,961.63
Driver Engineer +15 YRS	\$7,513.35	\$7,644.83	\$7,797.73	\$7,953.69	\$8,132.64
Driver Engineer +20 YRS	\$7,846.89	\$7,984.21	\$8,143.89	\$8,306.77	\$8,493.67
Driver Engineer +25 YRS	\$7,969.77	\$8,109.24	\$8,271.43	\$8,436.85	\$8,626.68
Driver Engineer +30 YRS - TIER II	\$8,039.99	\$8,180.69	\$8,344.30	\$8,511.19	\$8,702.69
Captain	\$7,530.91	\$7,662.70	\$7,815.95	\$7,972.27	\$8,151.65
Captain +05 YRS	\$7,738.01	\$7,873.42	\$8,030.89	\$8,191.51	\$8,375.82
Captain +10 YRS	\$7,888.62	\$8,026.68	\$8,187.21	\$8,350.95	\$8,538.85
Captain +15 YRS	\$8,058.07	\$8,199.09	\$8,363.07	\$8,530.33	\$8,722.26
Captain +20 YRS	\$8,415.79	\$8,563.06	\$8,734.33	\$8,909.01	\$9,109.46
Captain +25 YRS	\$8,547.58	\$8,697.16	\$8,871.10	\$9,048.53	\$9,252.12
Captain +30 YRS - TIER II	\$8,622.89	\$8,773.79	\$8,949.26	\$9,128.25	\$9,333.63
SR Arson Investigator & Pub Ed Officer	\$8,585.23	\$8,735.47	\$8,910.18	\$9,088.39	\$9,292.88
SR Arson Investigator & Pub Ed Officer +05 YRS	\$8,821.33	\$8,975.70	\$9,155.21	\$9,338.32	\$9,548.43
SR Arson Investigator & Pub Ed Officer +10 YRS	\$8,993.03	\$9,150.41	\$9,333.42	\$9,520.09	\$9,734.29
SR Arson Investigator & Pub Ed Officer +15 YRS	\$9,186.20	\$9,346.96	\$9,533.90	\$9,724.57	\$9,943.38
SR Arson Investigator & Pub Ed Officer +20 YRS	\$9,594.00	\$9,761.89	\$9,957.13	\$10,156.27	\$10,384.79
SR Arson Investigator & Pub Ed Officer +25 YRS	\$9,744.24	\$9,914.76	\$10,113.06	\$10,315.32	\$10,547.41
SR Arson Investigator & Pub Ed Officer +30 YRS TIER II	\$9,830.09	\$10,002.12	\$10,202.16	\$10,406.20	\$10,640.34
Battalion Chief	\$8,660.54	\$8,812.10	\$8,988.34	\$9,168.11	\$9,374.39
Battalion Chief +05 YRS	\$8,898.71	\$9,054.43	\$9,235.52	\$9,420.23	\$9,632.19
Battalion Chief +10 YRS	\$9,071.92	\$9,230.68	\$9,415.29	\$9,603.60	\$9,819.68
Battalion Chief +15 YRS	\$9,266.78	\$9,428.95	\$9,617.53	\$9,809.88	\$10,030.60
Battalion Chief +20 YRS	\$9,678.16	\$9,847.52	\$10,044.47	\$10,245.36	\$10,475.88
Battalion Chief +25 YRS	\$9,829.72	\$10,001.74	\$10,201.77	\$10,405.81	\$10,639.94
Battalion Chief +30 YRS - TIER II	\$9,916.32	\$10,089.86	\$10,291.65	\$10,497.49	\$10,733.68

**Appendix A.2.1**      **Division I Annual Wage Rates:**

<b>CLASSIFICATION</b>	<b><u>3/1/2020</u></b>	<b><u>1.75%</u> <u>3/1/2021</u></b>	<b><u>2.00%</u> <u>3/1/2022</u></b>	<b><u>2.00%</u> <u>3/1/2023</u></b>	<b><u>2.25%</u> <u>3/1/2024</u></b>
Fire Fighter First Year (70%)	\$52,880.86	\$53,806.28	\$54,882.40	\$55,980.05	\$57,239.60
Fire Fighter Second Year (80%)	\$60,435.27	\$61,492.89	\$62,722.75	\$63,977.20	\$65,416.69
Fire Fighter Third Year (90%)	\$67,989.68	\$69,179.50	\$70,563.09	\$71,974.35	\$73,593.77
Fire Fighter	\$75,544.09	\$76,866.11	\$78,403.43	\$79,971.50	\$81,770.86
Fire Fighter +05 YRS	\$77,621.55	\$78,979.93	\$80,559.53	\$82,170.72	\$84,019.56
Fire Fighter +10 YRS	\$79,132.43	\$80,517.25	\$82,127.59	\$83,770.15	\$85,654.97
Fire Fighter +15 YRS	\$80,832.17	\$82,246.74	\$83,891.67	\$85,569.51	\$87,494.82
Fire Fighter +20 YRS	\$84,420.52	\$85,897.88	\$87,615.83	\$89,368.15	\$91,378.93
Fire Fighter +25 YRS	\$85,742.54	\$87,243.03	\$88,987.89	\$90,767.65	\$92,809.92
Fire Fighter +30 YRS - TIER II	\$86,497.98	\$88,011.70	\$89,771.93	\$91,567.37	\$93,627.63
Driver Engineer	\$81,021.04	\$82,438.91	\$84,087.69	\$85,769.44	\$87,699.25
Driver Engineer +05 YRS	\$83,249.12	\$84,705.98	\$86,400.10	\$88,128.10	\$90,110.98
Driver Engineer +10 YRS	\$84,869.54	\$86,354.76	\$88,081.85	\$89,843.49	\$91,864.97
Driver Engineer +15 YRS	\$86,692.51	\$88,209.63	\$89,973.83	\$91,773.30	\$93,838.20
Driver Engineer +20 YRS	\$90,541.01	\$92,125.48	\$93,967.99	\$95,847.35	\$98,003.92
Driver Engineer +25 YRS	\$91,958.88	\$93,568.16	\$95,439.52	\$97,348.32	\$99,538.65
Driver Engineer +30 YRS - TIER II	\$92,769.09	\$94,392.55	\$96,280.40	\$98,206.01	\$100,415.65
Captain	\$86,895.07	\$88,415.73	\$90,184.05	\$91,987.73	\$94,057.45
Captain +05 YRS	\$89,284.68	\$90,847.16	\$92,664.11	\$94,517.39	\$96,644.03
Captain +10 YRS	\$91,022.58	\$92,615.48	\$94,467.79	\$96,357.14	\$98,525.18
Captain +15 YRS	\$92,977.72	\$94,604.83	\$96,496.93	\$98,426.87	\$100,641.47
Captain +20 YRS	\$97,105.24	\$98,804.58	\$100,780.67	\$102,796.29	\$105,109.20
Captain +25 YRS	\$98,625.90	\$100,351.86	\$102,358.89	\$104,406.07	\$106,755.21
Captain +30 YRS - TIER II	\$99,494.85	\$101,236.01	\$103,260.73	\$105,325.95	\$107,695.78
Battalion Chief	\$99,929.32	\$101,678.08	\$103,711.64	\$105,785.88	\$108,166.06
Battalion Chief +05 YRS	\$102,677.38	\$104,474.23	\$106,563.71	\$108,694.99	\$111,140.63
Battalion Chief +10 YRS	\$104,675.96	\$106,507.79	\$108,637.95	\$110,810.71	\$113,303.95
Battalion Chief +15 YRS	\$106,924.37	\$108,795.55	\$110,971.46	\$113,190.89	\$115,737.68
Battalion Chief +20 YRS	\$111,671.01	\$113,625.26	\$115,897.76	\$118,215.72	\$120,875.57
Battalion Chief +25 YRS	\$113,419.78	\$115,404.62	\$117,712.72	\$120,066.97	\$122,768.48
Battalion Chief +30 YRS - TIER II	\$114,419.07	\$116,421.40	\$118,749.83	\$121,124.83	\$123,850.14
Fire Equip Supt Tech	\$60,435.22	\$61,492.84	\$62,722.69	\$63,977.15	\$65,416.63
Fire Equip Supt Tech + 05 YRS	\$62,097.19	\$63,183.89	\$64,447.57	\$65,736.52	\$67,215.59
Fire Equip Supt Tech + 10 YRS	\$63,305.89	\$64,413.75	\$65,702.02	\$67,016.06	\$68,523.92
Fire Equip Supt Tech + 15 YRS	\$64,665.68	\$65,797.33	\$67,113.28	\$68,455.55	\$69,995.80
Fire Equip Supt Tech + 20 YRS	\$67,536.36	\$68,718.24	\$70,092.61	\$71,494.46	\$73,103.09
Fire Equip Supt Tech + 25 YRS	\$68,593.97	\$69,794.37	\$71,190.26	\$72,614.06	\$74,247.88
Fire Equip Supt Tech + 30 YRS - TIER II	\$69,198.33	\$70,409.30	\$71,817.48	\$73,253.83	\$74,902.04

**Appendix A.2.2****Division II and III Annual Wage Rates:**

<b>CLASSIFICATION</b>	<b><u>3/1/2020</u></b>	<b><u>1.75%</u> <u>3/1/2021</u></b>	<b><u>2.00%</u> <u>3/1/2022</u></b>	<b><u>2.00%</u> <u>3/1/2023</u></b>	<b><u>2.25%</u> <u>3/1/2024</u></b>
Fire Fighter First Year (70%)	\$54,996.11	\$55,958.54	\$57,077.71	\$58,219.26	\$59,529.20
Fire Fighter Second Year (80%)	\$62,852.69	\$63,952.62	\$65,231.67	\$66,536.30	\$68,033.37
Fire Fighter Third Year (90%)	\$70,709.28	\$71,946.69	\$73,385.63	\$74,853.34	\$76,537.54
Fire Fighter	\$78,565.87	\$79,940.77	\$81,539.59	\$83,170.38	\$85,041.71
Fire Fighter +05 YRS	\$80,726.43	\$82,139.14	\$83,781.92	\$85,457.56	\$87,380.36
Fire Fighter +10 YRS	\$82,297.75	\$83,737.96	\$85,412.72	\$87,120.97	\$89,081.19
Fire Fighter +15 YRS	\$84,065.48	\$85,536.62	\$87,247.36	\$88,992.30	\$90,994.63
Fire Fighter +20 YRS	\$87,797.36	\$89,333.81	\$91,120.49	\$92,942.90	\$95,034.11
Fire Fighter +25 YRS	\$89,172.26	\$90,732.77	\$92,547.43	\$94,398.38	\$96,522.34
Fire Fighter +30 YRS - TIER II	\$89,957.92	\$91,532.18	\$93,362.82	\$95,230.08	\$97,372.76
Driver Engineer	\$84,261.88	\$85,736.47	\$87,451.20	\$89,200.22	\$91,207.23
Driver Engineer +05 YRS	\$86,579.09	\$88,094.22	\$89,856.10	\$91,653.23	\$93,715.42
Driver Engineer +10 YRS	\$88,264.32	\$89,808.95	\$91,605.13	\$93,437.23	\$95,539.57
Driver Engineer +15 YRS	\$90,160.22	\$91,738.02	\$93,572.78	\$95,444.24	\$97,591.73
Driver Engineer +20 YRS	\$94,162.66	\$95,810.50	\$97,726.71	\$99,681.25	\$101,924.07
Driver Engineer +25 YRS	\$95,637.24	\$97,310.89	\$99,257.11	\$101,242.25	\$103,520.20
Driver Engineer +30 YRS - TIER II	\$96,479.86	\$98,168.25	\$100,131.62	\$102,134.25	\$104,432.27
Captain	\$90,370.88	\$91,952.37	\$93,791.41	\$95,667.24	\$97,819.75
Captain +05 YRS	\$92,856.07	\$94,481.06	\$96,370.68	\$98,298.09	\$100,509.80
Captain +10 YRS	\$94,663.49	\$96,320.10	\$98,246.50	\$100,211.43	\$102,466.19
Captain +15 YRS	\$96,696.84	\$98,389.03	\$100,356.81	\$102,363.95	\$104,667.14
Captain +20 YRS	\$100,989.45	\$102,756.77	\$104,811.90	\$106,908.14	\$109,313.58
Captain +25 YRS	\$102,570.94	\$104,365.93	\$106,453.25	\$108,582.32	\$111,025.42
Captain +30 YRS - TIER II	\$103,474.65	\$105,285.46	\$107,391.17	\$109,538.99	\$112,003.62
SR Arson Investigator & Pub Ed Officer	\$103,022.79	\$104,825.69	\$106,922.21	\$109,060.65	\$111,514.51
SR Arson Investigator & Pub Ed Officer +05 YRS	\$105,855.92	\$107,708.40	\$109,862.57	\$112,059.82	\$114,581.16
SR Arson Investigator & Pub Ed Officer +10 YRS	\$107,916.38	\$109,804.91	\$112,001.01	\$114,241.03	\$116,811.45
SR Arson Investigator & Pub Ed Officer +15 YRS	\$110,234.39	\$112,163.49	\$114,406.76	\$116,694.90	\$119,320.53
SR Arson Investigator & Pub Ed Officer +20 YRS	\$115,127.97	\$117,142.71	\$119,485.57	\$121,875.28	\$124,617.47
SR Arson Investigator & Pub Ed Officer +25 YRS	\$116,930.87	\$118,977.16	\$121,356.70	\$123,783.84	\$126,568.97
SR Arson Investigator & Pub Ed Officer +30 YRS TIER II	\$117,961.10	\$120,025.42	\$122,425.93	\$124,874.44	\$127,684.12
Battalion Chief	\$103,926.51	\$105,745.22	\$107,860.13	\$110,017.33	\$112,492.72
Battalion Chief +05 YRS	\$106,784.49	\$108,653.21	\$110,826.28	\$113,042.80	\$115,586.27
Battalion Chief +10 YRS	\$108,863.02	\$110,768.12	\$112,983.48	\$115,243.15	\$117,836.12
Battalion Chief +15 YRS	\$111,201.36	\$113,147.39	\$115,410.33	\$117,718.54	\$120,367.21
Battalion Chief +20 YRS	\$116,137.87	\$118,170.28	\$120,533.69	\$122,944.36	\$125,710.61
Battalion Chief +25 YRS	\$117,956.59	\$120,020.83	\$122,421.24	\$124,869.67	\$127,679.23
Battalion Chief +30 YRS - TIER II	\$118,995.85	\$121,078.28	\$123,499.84	\$125,969.84	\$128,804.16



**Appendix A.3.1**      **Division II and III Differential:**

Effective March 1, 2005 Bargaining Unit employees working a 40-hour week shall receive an additional one percent (1%), for a total of four percent (4%), differential above the base monthly rate for their classification as identified in Appendix A of this Agreement. This will cover Fire Fighters, Driver Engineers, Captains, and Battalion Chiefs, This differential shall not be paid where there is a temporary assignment of 60 days or less.

The 4% differential for Division II and III employees will not be paid until the employee successfully completes training pursuant to 16.1 and 17.1. Upon successful completion, the employee shall be paid retroactive to the date of assignment. Any employee transferring into Division III by initial bid, transfer, or reassignment, shall receive a 1% differential pay for every three months completed in the division, up to a maximum of 4%. Upon completion of the 12 month assignment and obtaining Instructor 1 and 2 certification, there shall be a retroactive payment of the withheld differential.

**Appendix A.3.2**      **Working out of Classification:**

Payment for Working Out of Classification: Effective March 1, 1986 all Bargaining Unit Employees shall receive \$20.00 per month added to their base pay for working in a higher capacity. Effective March 1, 2002 all Bargaining Unit Employees shall receive an additional \$5 per month (for a total of \$25) added to their base pay for working in a higher capacity. Effective March 1, 1997, the monthly base rate for each classification set forth in Appendix A.1 has been increased by an additional .25% to compensate employees for working out of classification. Effective September 1, 2004, all Bargaining Unit employees shall receive an additional \$10 per month (for a total of \$35) added to their base pay for working in a higher capacity. Effective September 1, 2005, all Bargaining Unit employees shall receive an additional \$10 per month (for a total of \$45) added to their base pay for working in a higher capacity. Effective September 1, 2006, all Bargaining Unit employees shall receive an additional \$10 per month (for a total of \$55) added to their base pay for working in a higher capacity.

**Appendix A.3.3**      **EMT Pay:**

Any Bargaining Unit Employee, excluding Fire Support Equipment Technician, who obtains and maintains EMT-D Certification shall receive a lump sum payment on the first pay in December of each year equal to one-half percent (0.5%) of his base annual wage. Any Bargaining Unit Employee, excluding , who obtains and maintains EMT-I Certification shall receive a lump sum payment on the first pay in December of each year equal to one and one quarter percent (1.25%) of his base annual wage effective March 1, 2014. Any Bargaining Unit Employee, excluding , who obtains and maintains EMT-P Certification shall receive a lump sum payment on the first pay in December of each year equal to three percent (3%) of his base annual

wage. Said lump sum payment shall be prorated for employees who obtain EMT-D or EMT-I/P certification after the beginning of the calendar year. The Employer shall determine the timing and manner of training pursuant to provisions of the contract; provided that it is understood that said training shall be provided to all bargaining unit employees as soon as operationally feasible. This payment is contingent upon the Fire Department providing intermediate or higher level of service pursuant to 14.2.

**Appendix A.3.4**      **Education Incentive (added 6/30/2005 from previous CBA negotiations):**

Effective October 21, 2001, the current payment of educational incentive pay for members of Local 37 will cease. An amount equal to .75% will be added to the base pay of all members of Local 37 for the pay period beginning October 21, 2001. This amount will fulfill the Employer's obligation under the Master Agreement for the agreed-to incentives.

The salary schedule for all members of Local 37 is based on the firefighter salary. The salary schedule as set forth in the 3/1/2000 contract for a firefighter is modified (for the pay period beginning 10/21/01 and thereafter) as follows:

<u>03/01/00</u>	<u>03/01/01</u>	<u>10/21/01</u>	<u>03/01/02 (new base)</u>
	+3.5%	+.75%	3.25% + \$5
<u>\$3753.05</u>	<u>\$3884.41</u>	<u>\$3913.54</u>	<u>\$4045.73</u>

The newly calculated base shall be applicable to all other calculations within the contract. This new base will also be used in calculations for the March 1, 2002, increase, also as shown above.

The City and the Union remain committed to the concept of educational incentives for members of Local 37, but the method of attaching salary to those incentives as set out in the March 2000 contract (*removed in the 2003-08 Agreement*) is not workable, and therefore, the parties have reached this Agreement.

**Appendix A.4**      **Payroll Period:**

The payroll period will be a bi-weekly Sunday through Saturday payroll period. Paychecks will be issued on the Friday following completion of each two (2) week period.

**Appendix A.5**      **Monthly Base Rate:**

For the purposes of this Agreement, the after 36 months Fire Fighters salary shall represent the "monthly" base rate of pay for certified fire fighters.

**Appendix A.6**      **Rank Differential:**

Effective March 1, 2001, the monthly base rate for each classification set forth in Appendix A.1 shall reflect increases in the rank differential between Firefighter and Driver Engineer from 7% to 7.25%, and Driver Engineer and Captain from 7% to 7.25% and maintaining a minimum 15% pay differential between captain and Battalion Chief.

\*All tables contained in Appendix A include Educational Incentive, Working out of Classification, Longevity, Rank Differential and Division differential as applicable.

**APPENDIX B**  
**LONGEVITY FORMULA**

**Appendix B.1**      **Longevity Formula Schedule:**

Effective March 1, 2003, all eligible Bargaining Unit Employees shall be entitled to longevity pay according to the schedule set forth below:

<b><u>LONGEVITY (Seniority)</u></b>	<b>MONTHLY AMOUNT (% of the Employees' Monthly base rate of pay)</b>					
	<b>3/1/03</b>	<b>3/1/04</b>	<b>3/1/05</b>	<b>3/1/06</b>	<b>3/1/14</b>	<b>3/1/19</b>
More than five (5) years but less than ten (10) years	2.25%	2.75%	2.75%	2.75%	2.75%	2.75%
More than ten (10) years but less than fifteen (15) years	4.25%	4.75%	4.75%	4.75%	4.75%	4.75%
More than fifteen (15) years but less than twenty (20) years	6.50%	7%	7%	7%	7%	7%
More than twenty (20) years but less than twenty-five (25) years	9%	9.75%	9.75%	9.75%	11.75%	11.75%
Twenty-five (25) or more years. Less than thirty (30) for tier 2 employees only	11%	11.50%	11.50%	11.50%	13.50%	13.50%
Thirty (30) or more years. Tier 2 employees only						14.50%

Scheduled increases shall become effective in and for the next full pay period immediately following completion of the full yearly requirements for longevity increases.

## APPENDIX C

### FORMS

Appendix C forms shall be the form officers utilize unless the City from time to time updates it forms, then the City shall provide the updated form to the union and the City and union shall meet to discuss the changes to the form(s). Changes to forms will not be unreasonably denied.

#### Appendix C.1      Absence Report:

#### SPRINGFIELD FIRE DEPARTMENT ABSENCE REPORT

NAME & RANK: \_\_\_\_\_ COMPANY: \_\_\_\_\_ SHIFT: \_\_\_\_\_

REASON FOR ABSENCE: \_\_\_\_\_

\_\_\_\_\_

DATE OF ABSENCE: FROM \_\_\_\_\_ TO \_\_\_\_\_ TOTAL DAYS OFF: \_\_\_\_\_

DATES OFF: \_\_\_\_\_

OFFICER ON DUTY WHEN CALLED IN: \_\_\_\_\_

#### INVESTIGATION OF ABSENCE

DATE OF INVESTIGATION: \_\_\_\_\_ TIME OF INVESTIGATION: \_\_\_\_\_

INVESTIGATION MADE BY: \_\_\_\_\_

RESULTS: \_\_\_\_\_

\_\_\_\_\_

INVESTIGATING OFFICER'S PERSONAL REMARKS: \_\_\_\_\_

\_\_\_\_\_

DID EMPLOYEE SEE PHYSICIAN - YES: \_\_\_\_\_ NO: \_\_\_\_\_

PHYSICIAN'S NAME: \_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
OFFICER'S NAME AND RANK

DATE: \_\_\_\_\_

**Appendix C.2**

**Return to Work - City of Springfield:**

**SPRINGFIELD FIRE DEPARTMENT**  
**INJURY OR ILLNESS**

This form must be submitted by all Employees returning to work who have been absent exceeding two shift days.

NAME: \_\_\_\_\_ DATE OF INJURY: \_\_\_\_\_

DATE OF ILLNESS: \_\_\_\_\_

DIAGNOSIS OF DISABLING DISEASE OR INJURY: \_\_\_\_\_

\_\_\_\_\_

TREATMENT (IF SURGERY, WHAT DATE): \_\_\_\_\_

\_\_\_\_\_

REFERRED TO OTHER PHYSICIAN OR PHYSICIANS? YES: \_\_\_\_\_ NO: \_\_\_\_\_

NAME AND ADDRESS OF EACH SUCH PHYSICIAN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MEDICATIONS NOW TAKING (especially if affecting work, i.e., tranquilizers, narcotics, insulin, dicumerol, etc., please specify: \_\_\_\_\_

\_\_\_\_\_

DATE MAY RETURN TO: LIMITED WORK \_\_\_\_\_ UNLIMITED WORK \_\_\_\_\_

PERMANENT DISABILITY LIKELY AS A RESULT OF INJURY OR DISEASE?

NO: \_\_\_\_\_ YES: \_\_\_\_\_ (If yes, explain) \_\_\_\_\_

\_\_\_\_\_

CAN THIS PATIENT LIFT: \_\_\_ 0-25 lbs. \_\_\_ 25-50 lbs. \_\_\_ 50 lbs. or more?

DOES THIS PATIENT HAVE ANY LIMITATIONS IN HIS/HER ABILITY TO STAND?

NO: \_\_\_\_\_ YES: \_\_\_\_\_; TO RUN? \_\_\_\_\_ NO \_\_\_\_\_ YES; (If yes, degree of limitation):

\_\_\_\_\_

\_\_\_\_\_

REMARKS AND EXPLANATIONS INCLUDING OTHER LIMITATIONS:

\_\_\_\_\_

\_\_\_\_\_

DATE OF THIS REPORT: \_\_\_\_\_

**CITY OF SPRINGFIELD  
LOSS CONTROL  
ACKNOWLEDGMENT OF WORKERS' COMPENSATION FORMS**

I hereby acknowledge that the following forms have been presented to me regarding my potential workers' compensation claim.

1. This form
2. Memorandum from Loss Control Manager
3. Memorandum from the Mayor
4. Employee's Accident/Injury Report
5. Medical Investigation Information Waiver
6. Loss Control Medical Slip

---

Printed Name

---

Signature

---

Date

**WORKERS' COMPENSATION MEDICAL  
INVESTIGATION INFORMATION WAIVER**

Employee's name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Accident date: \_\_\_\_\_

Department: \_\_\_\_\_

Employer: City of Springfield

**NOTICE**

In order for the City of Springfield ("City") to properly investigate the compensability of the above-referenced accident and/or to determine responsibility for initial payments or continuing payments of temporary total disability or payment of medical expenses, it is necessary that the City or its agents and attorneys obtain medical records for all dates of treatment, relating to the above-referenced accident date.

Section 8(a) of the Illinois Workers' Compensation Act ("Act") requires all hospitals, physicians, surgeons, or other persons rendering treatment or services to furnish full and complete reports and allow their records to be copied by the City, its agents and attorneys.

Illinois Industrial Commission Rule 7110.70(c) states that the employer has the initial responsibility to seek medical information from providers of medical, hospital and surgical services and the employee has the responsibility to provide or execute authorization for release of medical information upon request of the employer.

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**AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**

I hereby request and authorize you to disclose any and all information you may have with respect to my injuries, illness, medical histories, consultations, prescriptions, treatments, x-ray reports or plates and copies of all hospital and/or medical records regardless of date of said treatments, consultations, examinations or testing relating to the above-referenced accident date whenever requested to do so by my employer, its insurance carrier, agents or attorneys.

A copy of this authorization shall be considered as effective and valid as the original.

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**



**Appendix C.3.3****Workers Compensation Forms (Employees Accident/Injury Report):**

**CITY OF SPRINGFIELD  
LOSS CONTROL  
EMPLOYEE'S ACCIDENT / INJURY REPORT**

<b>NAME:</b> (Last) (First) (M.I.)			
<b>ADDRESS:</b> (Street) (City) (Zip)		<b>HOME PHONE:</b>	
<b>UNION LOCAL</b>	<b>HIRE DATE</b>	<b>START TIME</b> : a.m. p.m. Date	<b>DATE AND TIME OF ACCIDENT / INJURY</b> : a.m. p.m.
<b>LOCATION OF ACCIDENT:</b> (address, name of building, floor, etc.)			
<b>NATURE OF ILLNESS/INJURY:</b>			
<b>WITNESSES?</b> If so, please provide name(s), address(es), phone number(s) and statement(s). Attach separate page if necessary.			
<b>PERSON(S) OR PROPERTY OWNER(S) WHO CONTRIBUTED TO ACCIDENT/INCIDENT:</b> Please give name(s), address(es) and phone number(s) and attach separate page if necessary.			
<b>PLEASE STATE WHAT YOU WERE DOING AND THE CIRCUMSTANCES LEADING TO THE ACCIDENT/INCIDENT</b>			
<b>IN YOUR ESTIMATION, COULD THE ACCIDENT/INCIDENT HAVE BEEN PREVENTED? HOW?</b>			
<b>WHAT TYPE OF SAFETY GEAR WERE YOU WEARING?</b>			
<b>WHAT TYPE OF SAFETY EQUIPMENT WERE YOU USING?</b>			
<b>DO YOU FEEL YOU WERE PROPERLY TRAINED FOR THIS ASSIGNMENT? YES OR NO AND WHY?</b>			
<b>WERE ANY SAFETY RULES VIOLATED? IF SO, PLEASE EXPLAIN.</b>			
<b>ARE YOU MISSING WORK AS A RESULT OF THIS ACCIDENT / INCIDENT?</b>		<b>YES</b>	<b>NO</b>
<b>IF SO, HOW LONG WILL YOU BE OFF WORK?</b>			
<b>SIGNATURE</b>		<b>DATE</b>	

C:\Documents and Settings\abaulos\Local Settings\Temporary Internet Files\Content.Outlook\WBL1MY29\Employee Accident Report

**Appendix C.3.4****Workers Compensation Forms (Medical Slip):**

**CITY OF SPRINGFIELD  
LOSS CONTROL - MEDICAL SLIP**

**TO BE COMPLETED BY PROVIDER**

<b>Employee:</b> _____	<b>Employer:</b> _____	City of Springfield, Illinois
<b>Social Security #:</b> _____	<b>Work Phone:</b> _____	(217) 789-2393
<b>Occupation:</b> _____	<b>Employer Contact:</b> _____	Norma Trepal
<b>Department:</b> _____	<b>Employer Address:</b> _____	800 E. Monroe Street
<b>Last day worked:</b> _____		Room 313 MCE
<b>W.C. Insurer:</b> _____	Self-Insured	Springfield, IL 62701
<b>Claim no:</b> _____	(if known)	

**HEALTH PROFESSIONAL TO COMPLETE**

☐ Initial visit    ☐ Follow-up visit    Date of injury: \_\_\_\_\_ Time: \_\_\_\_\_

Worker's statement of incident: \_\_\_\_\_

Worker's complaints: \_\_\_\_\_

Diagnosis/Prognosis: \_\_\_\_\_

Treatment plan: \_\_\_\_\_

**EMPLOYEE WORK CAPABILITY**

☐ Continue Working    Can return to work: ☐ Yes    Date: \_\_\_\_\_    ☐ No

☐ Full duty    ☐ With modification. If so, for what duration? \_\_\_\_\_

Employee can	No restrictions	Frequently	Occasionally	Unable to	
Bend					Employee can lift/carry maximally _____ lbs.
Kneel					Employee can lift/carry frequently _____ lbs.
Squat					Employee can work a maximum of # _____
Climb					hours/day # _____ days/wk.
Stand					What special accommodations are required: _____
Walk					
Sit					
Reach					
Drive					
Do fine motor					Other: _____
No repetitive motions		Wrist	Elbow	Shoulder	Ankle
	Right				
	Left				

Has employee reached maximum improvement? ☐ Yes    ☐ No

**ALL MEDICAL NOTES MUST BE ATTACHED TO BILL**

I certify that the narrative descriptions of the principal and secondary diagnosis and the major procedures performed are accurate and complete to the best of my knowledge.

\_\_\_\_\_  
Provider's Signature

\_\_\_\_\_  
Provider's Printed Name

\_\_\_\_\_  
Provider's Phone Number

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Date of visit

**MEDICAL AUTHORIZATION:** The act of the worker in applying for worker's compensation benefits constitutes authorization to any physician, hospital, chiropractor, or other medical vendor to supply all relevant medical information regarding the worker's occupational injury or illness to the insurer, the worker's employer, the worker's representative, and the department. Medical information relevant to a claim includes a past history of complaints of, or treatment of, a condition similar to that presented in the claim.

**Appendix C.3.5**

**Workers Compensation Forms (Notice of Return to Work):**

**CITY OF SPRINGFIELD  
LOSS CONTROL  
SUPERVISOR'S NOTICE OF RETURN TO WORK**

The following employee:

Name: \_\_\_\_\_

Office: \_\_\_\_\_ Department: \_\_\_\_\_

Was off work from: \_\_\_\_\_ to: \_\_\_\_\_

For a total of \_\_\_\_\_ days/hrs.

and returned to work on \_\_\_\_\_

INFORMATION PROVIDED BY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone number

**Appendix C.3.6**      **Form 45 and Waiver:**

**Illinois State FORM 45**

The City and IAFF Local 37 agree that Illinois Industrial Commission Form 45 shall be recognized as the legal working form for Work Comp claims to be used in combination with the attached City Accident and Injury Report Waiver (Appendix C). The City and IAFF Local 37 further agree that any modifications to the City forms shall be subject to prior review and negotiation by both parties prior to implementation.

**Appendix C.4**

**Exchange of Tours of Duty Request Form:**

**EXCHANGE OF TOURS OF DUTY REQUEST**

**DATE:** \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
RANK NAME COMPANY SHIFT

**REQUESTS:**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
RANK NAME COMPANY SHIFT

**BE ALLOWED TO WORK THE FOLLOWING TOUR OF DUTY:** \_\_\_\_\_ DATE

**FOR:** \_\_\_\_\_  
HOURS

PERSONNEL REQUESTING: \_\_\_\_\_

PERSONNEL WORKING: \_\_\_\_\_

COMPANY OFFICER: \_\_\_\_\_

BATTALION CHIEF: \_\_\_\_\_

**THIS EXCHANGE OF ITEM WILL BE REPAID ON:** \_\_\_\_\_,  
DATE

\_\_\_\_\_. (DATE OPTIONAL AT TIME OF REQUEST)  
HOURS

**Appendix C.5**

**Education Contract Form:**

**EDUCATION CONTRACT**

I \_\_\_\_\_ agree to attend all scheduled  
classes and pass final exam and/or certification for the following classes:

Class Title: \_\_\_\_\_

Class Date: \_\_\_\_\_

Class Administered by: \_\_\_\_\_

Class Location: \_\_\_\_\_

Is there an OSFM Certification:	YES	NO
---------------------------------	-----	----

Is there an IDPH Certification:	YES	NO
---------------------------------	-----	----

Cost of Class:

Tuition: \$ \_\_\_\_\_

Books: \$ \_\_\_\_\_

Travel: \$ \_\_\_\_\_

Cost of Exam Fee: \$ \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix C.6**

**Benefit Time Donation Form:**

**MEMORANDUM OF UNDERSTANDING**

**BENEFIT TIME DONATION**

The City of Springfield (Employer) and \_\_\_\_\_ (Union) agree to the following for the purpose of donating Employee earned benefit time to \_\_\_\_\_:  
(Employee name)

1. Sick Time – Employees who have a minimum of thirty-one (31) days of sick time as of the close of business on the day such days are donated. Employees may donate an unlimited number of sick days but must maintain at least thirty (30) sick days.
2. Vacation Days – Employees who have a minimum of six (6) vacation days as of the close of business on the day such days are donated. Employees may donate an unlimited number of vacation days but must maintain at least five (5) vacation days.
3. \_\_\_\_\_ may only use donated days as sick days and will be paid his/her current rate of pay.
4. Employees who wish to donate days must complete a reply message to SFD Division I, designating the number of days donated.
5. Donated days will not be considered in determining an Employee's eligibility for sick time sellback as provided for in Section 10.5 (b) of the Collective Bargaining Agreement.
6. Donated days not used by the donee shall be credited back to the donor in the inverse order in which they were donated.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix C.7**

**Division 1 Sick Sell Back Request Form:**

**Division I Sick Time Sell Back Request**

Name : \_\_\_\_\_

Rank: \_\_\_\_\_ Years of service \_\_\_\_\_

**DIVISION I MAY CHOOSE ONE OF THE TWO OPTIONS**

**Option 1**

864 Hours to 1799 hours of accumulated sick leave:

\_\_\_\_\_ A. I hereby request to sell back \_\_\_\_\_ hours of sick leave at 1/2 rate  
(144hours maximum)

\_\_\_\_\_ B. I hereby request to sell back \_\_\_\_\_ hours of sick leave at 1/2 rate  
and convert 72 hours to 1 personal day.

**Option 2**

1800 Hours or more of accumulated sick leave:

\_\_\_\_\_ C. I hereby request to sell back \_\_\_\_\_ hours of sick leave at full rate  
(96 hours maximum)

\_\_\_\_\_ D. I hereby request to sell back 48 hours at 1/2 rate.

\_\_\_\_\_ E. I hereby request to sell back 24 hours at 1/2 rate and convert 24 hours  
to 1/2 personal day.

\_\_\_\_\_ F. I hereby request to convert 48 hours of sick time to 1 personal day.

\_\_\_\_\_ G. Convert 48 hours into 1 personal day

**NO MORE THAN 144 HOURS MAY BE SOLD IN THE ABOVE OPTION**

**May be used with both options**

I hereby elect to have \$\_\_\_\_\_ of the payments herein made as an Employee contribution  
to the Section 457 Plan. **If you elect to have all or a portion of your sick leave sell back placed into  
deferred comp, you must contact your deferred comp provider prior to submitting this form.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY**

Number of accumulated sick hours

\_\_\_\_\_

Number of sick hours used in preceding year \_\_\_\_\_

Approved \_\_\_\_\_

Date \_\_\_\_\_



**Appendix C.8      Division II, III or 40 hour work week Sick Sell Back Request Form:**

**Division II, III or 40 Hour Sick Time Sell Back Request**

Name : \_\_\_\_\_

Rank: \_\_\_\_\_ Years of service \_\_\_\_\_

**DIVISION II, III AND 40 HOUR MAY CHOOSE ONE OF THE TWO OPTIONS**

**Option 1**

288 Hours to 599 hours of accumulated sick leave (at your rate in your division)

\_\_\_\_\_ A. I hereby request to sell back \_\_\_\_\_ hours of sick leave at 1/2 rate  
(48 hours maximum)

\_\_\_\_\_ B. I hereby request to sell back \_\_\_\_\_ hours of sick leave at 1/2 rate  
and convert 24 hours to 1 personal day.

600 Hours or more of accumulated sick leave (at your rate in your division)

\_\_\_\_\_ C. I hereby request to sell back \_\_\_\_\_ hours of sick leave at full rate  
(32 hours maximum)

\_\_\_\_\_ D. I hereby request to sell back 16 hours at 1/2 rate.

\_\_\_\_\_ E. I hereby request to sell back 8 hours at 1/2 rate and convert 8 hours  
to 1/2 personal day.

\_\_\_\_\_ F. I hereby request to convert 16 hours of sick time to 1 personal day.

**NO MORE THAN 48 HOURS MAY BE SOLD OR CONVERTED IN THE ABOVE OPTIONS**

**Option 2**

864 Hours to 1799 hours of accumulated sick leave

\_\_\_\_\_ G. I hereby request to sell back \_\_\_\_\_ hours of sick leave at 1/2  
of Division I rate of pay comparable to the employee's rank and seniority

**Option 3**

Employees with 1800 hours or more of accumulated sick leave may:

\_\_\_\_\_ H. I hereby request to sell back \_\_\_\_\_ hours of sick leave at Division I full  
rate of pay comparable to the employee's rank and seniority (96 hours maximum)

\_\_\_\_\_ I. I hereby request to sell back \_\_\_\_\_ hours of sick leave at Division I  
1/2 rate of the pay comparable to the employee's rank and seniority  
(48 hours maximum)

**NO MORE THAN 144 HOURS MAY BE SOLD IN THE ABOVE OPTION**

**May be used with both options**

I hereby elect to have \$ \_\_\_\_\_ of the payments herein made as an Employee contribution  
to the Section 457 Plan. **If you elect to have all or a portion of your sick leave sell back placed into  
deferred comp, you must contact your deferred comp provider prior to submitting this form.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE USE ONLY**

Number of accumulated sick hours \_\_\_\_\_

Number of sick hours used in preceding year \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX D**

**DIVISION I HOLIDAY SCHEDULE**

<b>Holiday</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
New Year's Day	1-Jan	1-Jan	1-Jan	1-Jan	1-Jan
Lincoln's Birthday	12-Feb	12-Feb	12-Feb	12-Feb	12-Feb
Good Friday	2-Apr	15-Apr	7-Apr	29-Mar	18-Apr
Easter	4-Apr	17-Apr	9-Apr	31-Mar	20-Apr
Memorial Day	31-May	30-May	29-May	27-May	26-May
Fourth of July	4-Jul	4-Jul	4-Jul	4-Jul	4-Jul
Labor Day	6-Sep	5-Sep	4-Sep	2-Sep	1-Sep
Veterans Day	11-Nov	11-Nov	11-Nov	11-Nov	11-Nov
Thanksgiving Day	25-Nov	24-Nov	23-Nov	28-Nov	27-Nov
Day after Thanksgiving	26-Nov	25-Nov	24-Nov	29-Nov	28-Nov
Christmas Eve	24-Dec	24-Dec	24-Dec	24-Dec	24-Dec
Christmas Day	25-Dec	25-Dec	25-Dec	25-Dec	25-Dec

## APPENDIX E

### **DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE**

#### **E.1 Purpose:**

The Springfield Fire Department and the Springfield Fighters Local No. 37 recognize that employees under the influence of drugs and/or alcohol on the job could be a threat to the public welfare and the safety of department personnel. Further, abuse of such substances is a health hazard to the Employee. It is the goal of both the Springfield Fire Department and the Springfield Fire Fighters Local No. 37 to eliminate illegal drug use or alcohol abuse by employees, preferably by the education and rehabilitation of the affected personnel, but if necessary, through disciplinary action.

#### **E.2 Definitions:**

- A. “Drugs” shall mean cannabis or any controlled substance listed in 720 I.L.C.S. 570/100 *et. seq.*, commonly known as the Controlled Substance Act, for which the person tested does not submit a valid predated prescription. In addition, the term shall include “designer drugs” which may not be listed in the Controlled Substances Act, but which have adverse effects on perception, judgment, memory and/or coordination.
- B. “Impairment” shall mean a condition in which the Employee is unable to properly perform his or her duties due to the effects of drugs or alcohol. An Employee who tests positive for a controlled substance listed in Controlled Substance Act and/or alcohol shall be presumed to be impaired.
- C. “Work Shift” shall mean that time when the Employee is traveling to or from his or her work site or job site, present at the work site or the job site, and any other time when the Employee may be called upon to perform any job function.
- D. “Reasonable Suspicion” shall mean objective facts and circumstances that support a rational inference that an Employee is under the influence of drugs and/or alcohol. Reasonable suspicion will be based upon observable phenomenon, such as direct observation by a supervisor, or others, of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs/alcohol.
- E. “Positive Test Result” shall mean the Employee is presumed to be impaired by a controlled substance listed in Controlled Substance Act and/or alcohol for which the Employee exceeded the test cut-off level. This however, shall not apply to a positive test result for cannabis. A determination of impairment by use of cannabis is set forth below. A positive test result alone for cannabis is not

determinative of impairment, and impairment must be determined in accordance with the procedures established in this Article.

**E.3 Prohibitions:**

Firefighters shall be prohibited from:

- A. Consuming or possessing alcohol or drugs at any time during the work day on any of the Department's premises or at any job site, including all Department buildings, properties, vehicles, and the Employee's personal vehicle if used to engage in Department business;
- B. Using, selling, purchasing or delivering a controlled substance listed in Controlled Substance Act at any time;
- C. Using, selling, purchasing or delivering alcohol, other than alcohol used for cooking or medicinal purposes, during the work shift;
- D. Being under the influence of drugs or alcohol during the work shift. Even though cannabis is legal under state law, both as a prescription medication and as a drug used for recreational purposes, pursuant to Section 10-50 of the Cannabis Regulation and Tax Act (410 ILCS 70/10-50), employees must not be under the influence of cannabis while on duty.
- E. Failing to report to their supervisor any known adverse effects of medication or prescribed drugs which the Employee is taking while on duty.
- F. Smoking, or otherwise ingesting, marijuana or products containing tetrahydrocannabinol less than 36 hours before they report for duty.

**E.4 Drug and Alcohol Testing:**

- A. Notice to Employees of Drug and Alcohol Testing: All employees subject to the terms of this policy and procedure shall be given a copy of this policy and procedure upon execution by the parties. All newly hired employees shall be given a copy of this policy and procedure on the initial date of hire. No Employee shall be tested prior to being provided with a copy of this policy and procedure.
- B. Pre-Employment Screening: Nothing in this policy or procedure shall limit or prohibit the Department from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and alcohol prior to employment.
- C. Individual Employee Drug and/or Alcohol Testing: The Department may require an individual Employee to submit to drug and/or alcohol testing under the following circumstances:
  - i. When there is a reasonable suspicion an Employee is under the influence of or impaired by drugs and/or alcohol during the work shift.

- ii. When the Employee has been arrested or indicted for conduct involving drug related activity on or off duty;
- iii. When an Employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug use or alcohol abuse;
- iv. When an Employee is involved in an on-duty accident or injury causing reasonable suspicion of drug or alcohol use.

D. Submission to Drug and/or Alcohol Testing: At the time an Employee is subject to testing, pursuant to section E.4, subsection C, of this Agreement, the Department shall inform the designated Union Representative on duty. If there is not a representative on duty, the Department shall make a reasonable effort to contact an off duty designated representative. The Employee to be tested shall be allowed to consult with the Union representative. No questioning of the Employee shall be conducted unless such questioning is consistent with the "Firemen's Disciplinary Act." The Employee shall have one hour to submit to the test. A refusal to submit to a test or refusal to cooperate in the testing process (including attempting to substitute or adulterate a specimen) shall be considered a refusal to obey a direct order and may result in discipline, up to and including discharge. An Employee subject to testing shall be removed from duty and placed on leave with pay pending the receipt of the test results.

E. Random Drug and/or Alcohol Testing: Effective September 1, 2021 the Chief of the Fire Department shall have the right to order random tests for the presence of illegal drugs and /or alcohol. However, any random drug testing shall exclude cannabis or marijuana metabolites. Employees shall be selected by the use of a lottery, and administered by a collection firm, with each drawing including the names of all employees. All tests, with the exception of return to work tests, ordered by the Chief in this regard shall be at the expense of the City. The Department shall be allowed to test up to thirty- (35) employees per fiscal year, with test conducted up to six (6) times per fiscal year. A local 37 representative shall be allowed to verify that a current list of firefighters is used during the lottery process. All tests ordered by the Employer in this regard shall be at the expense of the employer. The parties agree that the participating employees' names will be chosen on a random basis. The testing company will be provided with a complete list of all the PIN numbers for all the then current employees in the bargaining unit. The department will go down the list until they reach the first employee actually working on the date of the test. Employees will not be selected to test that are not working on the date of the test. If the parties agree that there is a need to promote the random nature of the process, the department will start at the bottom of the list on the next test date, alternating thereafter.

#### **E.5 Conduct of Drug and/or Alcohol Tests:**

- A. Breath Testing: The Department may, at its option, use a breathalyzer to determine if an Employee is under the influence of alcohol.
- B. Bodily Fluid or Material Testing: If the Department chooses to use bodily fluid for drug and/or alcohol testing, the Department shall:
- i. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act and that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
  - ii. Ensure that the laboratory or facility selected conforms to all NIDA standards;
  - iii. Use tamper-proof containers, maintaining confidentiality and preserve specimens for a minimum of twelve (12) months;
  - iv. Collect a sufficient sample of the same bodily fluid or material to allow for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing, if requested, by the Employee;
  - v. Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
  - vi. Confirm any sample that tests positive in the initial screening by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
  - vii. Provide the Employee tested with a copy of all information and reports received by the Department in connection with the test and results;
  - viii. Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility (that meets the criteria set forth in 1 above) of the Employee's choosing, at the Employee's own expense. The Employee shall have seventy-two (72) hours from the time the Employee receives the results of the test to inform the Department, in writing, if the Employee wishes to have an independent test performed;
  - ix. Not release the results of the test to any external third party, without the authorization of the tested Employee or as required by law;
  - x. The Department shall pay the cost of the initial screening test and, if necessary, the confirmation test.

## **E.6 Drug and/or Alcohol Test Results:**

A. Breath Test: A breathalyzer result equal to or greater than .04 grams per 210 ml of breath shall be considered a positive test result.

B. Bodily Fluid or Material Test:

i. A positive test result will occur at the initial test level if the test results are equal to or greater than the following:

(1) Marijuana metabolites	50 ng/ml
(2) Cocaine metabolites	150 ng/ml
(3) Opiate metabolites	2000 ng/ml
(4) Phencyclidine	25 ng/ml
(5) Amphetamines	500 ng/ml

ii. A positive test result will occur at the confirmatory test level if the test results are equal to or greater than the following:

(6) Marijuana metabolites	15 ng/ml
(7) Cocaine metabolites	100 ng/ml
(8) Opiate metabolites	2000 ng/ml
(9) Phencyclidine	25 ng/ml
(10) Amphetamines	250 ng/ml

iii. The above cut off levels have been established based upon 49 CFR 40.87. If said recommendations change, the cut of levels shall be modified to conform with said changes.

iv. Cannabis Testing. Cannabis metabolites can stay in a person's blood for weeks after the psychoactive and motor effects of the drug have completely subsided. In addition, certain topical medications containing cannabis do not cause any psychoactive effects or motor impairment but can still result in a positive test for cannabis. A positive test for cannabis only indicates the presence of cannabis in the blood; it does not test for impairment. A blood test performed by a qualified laboratory will be used to screen for the psychoactive effects of cannabis use. When an employee tests positive for cannabis at or above the levels set forth in this Appendix, impairment will not be assumed. No disciplinary action will be taken against an employee for a positive cannabis test result in the absence of objective criteria establishing impairment.

v. The City and the Union agree that these test procedures and levels are subject to change with advances in technology or other considerations that warrant identification of these substances at

other concentrations. To the extent new testing procedures and technologies are developed that more accurately detect levels of cannabis and/or marijuana in a person's system, the Union and the City agree to negotiate in good-faith an amendment or amendments to these testing procedures to ensure that accurate and fair testing procedures are being implemented under this provision.

#### **E.7 Discipline:**

All discipline in situations involving a positive test for drugs and/or alcohol shall be administered as follows:

A. First Positive Test. If it is determined based on a positive screening test and objective criteria establishing impairment while on duty, that Employee may be subject to a suspension not to exceed six (6) 24-hour duty days for drugs and three (3) 24-hour duty days for alcohol. The foregoing limit on the length of suspension is conditioned upon the Employee agreeing to:

- i. Undergo appropriate treatment as determined by a physician;
- ii. Discontinuance of the use of drugs or abuse of alcohol;
- iii. Completion of any course of treatment prescribed, including any follow up treatment for up to twelve (12) months;
- iv. Submission to random drug and/or alcohol testing during the work shift for twelve months from the date of the initial test.

Refusal to agree to the above terms or a second positive test result will result in discipline up to and including discharge.

B. Second and Subsequent Positive Test. If it is determined based on a positive screening test and objective criteria establishing impairment while on duty are subject to discharge. If there exists mitigating circumstances, at the Chief's discretion, the discharge may be commuted to an unpaid suspension of not less than sixty (60) days. Mitigating circumstances may include, but are not limited to current treatment for the drug and/or alcohol abuse, substantial time passage since the first positive test result or absence of any adverse job performance.

C. Other Related Discipline. This section shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse.

#### **E.8 Voluntary Requests for Assistance:**

The Department will not take any adverse employment action against an Employee who voluntarily seeks treatment for drug and/or alcohol abuse prior to being ordered to submit to a drug and/or alcohol test. A request for treatment shall not be considered reasonable suspicion sufficient to order submission to a drug and/or alcohol test. However, if a reasonable suspicion exists without considering the Employee's request



for treatment, such a request for treatment will not preclude an order to submit to a drug and/or alcohol test. The Department shall make available, through its Employee Assistance Program (EAP), a means by which employees may obtain referrals and treatment. All such requests shall be confidential. When undergoing such evaluation and treatment, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment.

**APPENDIX F**  
**MEMORANDUM OF AGREEMENT**

**JOINT LABOR/MANAGEMENT HEALTH CARE COMMITTEE**

**Joint Labor/Management Health Care Agreement:** (MOA Dated 6/30/2005)

The City of Springfield (hereinafter “City”) and the International Association of Firefighters Local 37 (hereinafter “IAFF”) agree as follows:

The IAFF will execute the current Agreement for Joint Labor/Management Health Care Committee adopted by Ordinance No. 582-10-02 (hereinafter “Joint Labor/Management Health Care Agreement). Health insurance for employees covered under the Labor Agreement between the City and IAFF (hereinafter “employees”) will be governed by the Joint Labor/Management Health Care Agreement for the term of that Agreement and any extension thereof. Changes in health insurance plans, benefits and premium contributions to be paid by employees will be made in accordance with the terms of that Agreement and any rules allowed and made pursuant thereto by the Committee.

Both the City and IAFF acknowledge that they wish to extend the Joint Labor/Management Health Care Agreement beyond its current term and, if Agreement is reached by all parties to the Joint Labor/Management health Care Agreement as to the terms of a new or extended Joint Labor/Management Health Care Agreement, the City and IAFF each agree to execute such Agreement. Provided, however, should the Joint Labor/Management Health Care Agreement not be extended or a new Joint Labor/Management Health Care Agreement not be reached, health insurance will be governed by the provisions of 11.1, 11.2 and 11.3 of the Labor Agreement.

**Joint Labor/Management Committee Representative:** (MOA Dated 6/30/2005)

In recognition of the importance of all representatives attending the Joint Labor/Management Committee meetings, in the event the IAFF representative to the Committee is scheduled to work on the day of a meeting, the City will release the IAFF representative from the portion of his shift necessary to allow attendance at said meeting. Provided, however, the IAFF representative shall notify the Department of the Committee’s meetings schedule as soon as it is known. The City shall have the right to and shall reduce personal time off slots available on such meeting dates by one to facilitate attendance at such meeting.

## **APPENDIX G**

### **MOU ON PEHP/VEBA AND BANKED VACATION DAY**

Between March 1, 2000 and Jan. 1, 2001 the City agrees to allow Local 37 to initiate a PEHP, (Post Employment Health Plan). If the Local rejects the idea, then employees will still be allowed to bank one vacation day to be used, or if denied twice, reimbursed for on Jan. 1, annually.

The parties shall create a subcommittee dedicated to negotiating and agreeing upon a VEBA or RHS or plan to provide a vehicle for savings to be used for post-retirement medical expenses. Once the parties agree upon the basic terms of the plan, such plan shall be submitted to the Internal Revenue Service for approval. Once the plan is given IRS approval, the parties shall enter into a side letter to implement such plan as soon as feasible. Any such side letter shall be incorporated into the parties' successor collective bargaining agreement.

## **APPENDIX H**

### **ALTERNATE DUTY POLICY**

This policy has been created to allow employees with temporary medical restrictions, who have utilized four (4) consecutive sick days, the ability to continue to work in a productive manner for the department, within the guidelines established by the treating physician. An alternate duty assignment that meets the specified medical restrictions shall be mandatory for any employee who has received restricted medical clearance from his/her doctor following a work related injury.

The Employee shall be responsible for obtaining written documentation from the treating physician indicating what restrictions are applicable, and what type of work may be performed during recovery. The Springfield Fire Department retains the right to require that the employee submit to an independent medical evaluation by a physician of the department's choice. In the event of a disagreement between the employee's physician and the department's physician concerning the employee's restrictions, the determination of an independent physician selected by the employee and the department shall prevail.

Should an employee that is injured in a work related activity refuse to work the alternate duty assignment that is compliant with the written medical restrictions, that employee's benefits pursuant to the Workers' Compensation Act may be reduced or terminated.

Alternate duty assignments shall be available to employees who are injured in non-work related activities, and who have temporary medical restrictions associated with illnesses or injuries. Alternate duty for non-work related cases must be requested in writing to the Fire Chief.

All alternate duty assignments, whether duty related or non-duty related, shall comply with all medical restrictions mandated by the treating physician. Alternate duty assignments shall be limited to work within the fire department. Alternate duty assignments shall not involve make work, but shall consist of bona fide work assignments related to or in support of the Springfield Fire Department's fire suppression, education and prevention. Examples of alternate duty assignments include, but are not limited to: public education presentations, fire prevention activities, assisting the Training and Education Division, delivering supplies, and administrative clerical duties. Alternate duty assignment shall not be used to displace employees from performing such work assigned.

However, this assignment may require working in a division of the fire department other than the employees regularly assigned division, but such an assignment will not be considered a transfer. Employees shall accrue benefits based upon either the 24-hour or 40 hour work week alternate duty assignment, except in cases of work related injury, benefits shall continue to accrue at their regular duty assignment rate. Any employee assigned to alternate duty will not count towards minimum manning staffing or be deducted from minimum staffing levels of Division I. An employee who is on alternate duty assignment will be required to perform said alternate duty assignment if so offered, and shall be assigned to the employee's normal shift (i.e. 24-hour shift employees to 24-hour shifts; Fire Inspector to 40-hour shift), unless medical restrictions do not accommodate 24-hour shift in which case the employee will be placed on a 40 hour work week schedule, for a period of ten (10) shifts from the date of assignment to alternate duty. Provided that if the employee is not released to perform all regular duties after ten (10) shifts, the Fire Chief shall have the discretion to reassign such employee to a 40 hour work week consisting of 8 hour work days, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. for the remainder of one year. Should the employee be agreeable to a 40 hour work week sooner than ten (10) shifts, it shall be allowed at the Chief's discretion. All decisions shall be made fairly and impartially. Employees on alternate duty are eligible for holiday pay pursuant to Article 7. Employees on an eight (8) hour work day may defer scheduled 24 hour vacation days and such deferral shall not open a vacation slot in Division 1.

Alternate duty assignments may be limited in number based on the amount of bona fide work that is available, but will be no less than four (4) duty assignments will be available to employees with non-duty related injuries or illness, on a first come first served basis. Employees who have been injured in work related activities shall not be limited in the number of assignments available

In the event that the treating physician limits the number of hours that an employee can work, the physician's orders shall be followed. Workers' compensation wages for duty related injuries, or sick leave hours for non-duty related occurrences will be used to supplement the employee's regular wages as permitted by law.

Personnel assigned to alternate duty work assignments may be evaluated monthly to determine the progress of their medical restrictions. In no case shall an employee be permitted to work more than 12 months in an alternate duty capacity.

The employee shall wear the work uniform for their appropriate rank while working alternate duty assignments. Modifications to the work uniform to accommodate medical devices shall be allowed.

The alternate duty assignment shall be terminated upon written confirmation from the treating physician that the employee is cleared to work with no restrictions. If the employee is unable to perform the essential job functions upon written confirmation from the treating physician and the maximum medical improvement has been achieved, the employee shall apply for permanent disability pursuant to the Firefighter's pension plan.

## **APPENDIX I**

### **FIRE FIGHTER PREGNANCY POLICY**

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

1. Qualifications:

Only firefighters who have provided medical verification from their treating physician that they are pregnant are eligible to participate in the Firefighter Pregnancy Policy. Participation is voluntary. Only firefighters who request participation are eligible. No firefighter will be placed on the program against the firefighter's wishes.

2. Temporary Assignment:

A pregnant firefighter who requests placement in the program will be temporarily reassigned to an alternate duty position in either the Fire Safety (Div. II), Fire Education (Div.III) or Administration Divisions. The firefighter will be reassigned to a position that will adhere to the alternate duty criteria.

3. Length of Temporary Assignment:

The assignment shall last for the duration of the employee's pregnancy. The employee shall be required to submit to the Springfield Fire Department a return to work release from her physician prior to her reinstatement to her regular duties. The Springfield Fire Department retains the right to require that the employee submit to an independent medical evaluation by a physician of the department's choice. In the event of a disagreement between the employee's physician and the department's physician concerning the employee's fitness to return to full duty, the determination of an independent physician selected by the employee and the department shall prevail. If the employee is unable to return to full duty assignment upon return from a leave for the birth of the child, she may submit the requisite medical documents to apply for an alternate duty assignment pursuant to the Alternate Duty Policy, Appendix H.

4. Relation with Other Benefits:

Participation in the voluntary pregnancy policy does not affect a firefighter's eligibility for sick leave, FMLA leave or other benefits. Any probationary period in which the firefighter is on at the time of the pregnancy assignment will be extended by the length of the special assignment.

## **APPENDIX J**

### **MEMORANDUM OF AGREEMENT - SUMMARY OF CHANGES**

The City of Springfield and the International Association of Firefighters Local 37 agree as follows:

It is desirable to modify the organizational structure of the existing Collective Bargaining Agreement. The modifications to the structure and relocation of language provisions within the Collective Bargaining Agreement is not intended to nor does it change the intent or meaning of any provision of the Agreement. The changes to the Agreement, including new provisions to be contained in the 2021-2025 Agreement, include the following:

1. 1.2 - New Hire Orientation added
2. 5.3 A & C – Adjusted Division 1 Battalion Chief start time to 6:00
3. 5.5 D – Defined the payout measurement date of January 1<sup>st</sup> at 0700.
4. 5.6 – Eliminated reference to Squad 1 and reduced minimum number of Driver Engineers to 45.
5. 8.3 B – Revised language for employer-initiated transfers
6. 14.2 C & D – Eliminated Squad Company
7. 15.2 – Updated language to reflect discontinuing Squad 1 and return to staffing of two relief captains per shift.
8. Appendix A – Updated wages tables to reflect raises.
9. Appendix B – Correct an error in the schedule for 30+ year tier 2 employees.
10. Appendix D – Update the holiday schedule for years included in this CBA
11. Appendix E – Update the policy to reflect state law and the limitations of cannabis testing in regard to impairment.
12. Appendix G – Updated language to create a subcommittee to discuss a VEBA or RHS.
13. Appendix J – Updated summary of changes to contract.