

RESOLUTION NO. 909-04-2024

**RESOLUTION TO RATIFY A COLLECTIVE BARGAINING AGREEMENT WITH
EDWARDSVILLE FIREFIGHTERS UNION LOCAL #1700, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS (A.F.L. – C.I.O.)**

WHEREAS, the City's bargaining team has in good faith negotiated a three-year collective bargaining agreement with the Edwardsville Firefighters Local #1700 representatives for the Edwardsville Fire Department, a copy of which agreement is attached hereto as Exhibit A; and

WHEREAS, the Union membership has ratified the tentative Agreement and the City's bargaining team recommends ratification of the collective bargaining agreement by this City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY COUNCIL OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS, that:

Section 1: The City Council formally ratifies the negotiated three-year collective bargaining agreement between the City of Edwardsville and Edwardsville Firefighters Local #1700, effective May 1, 2024 to April 30, 2027.

Section 2: The Mayor of the City of Edwardsville and the City Clerk are authorized to execute said collective bargaining agreement on behalf of the City of Edwardsville, and to execute any other documents necessary to carry out the intent and purpose of said agreement and this Resolution.

Section 3: The City Clerk shall transmit a certified copy of this Resolution to the President of Edwardsville Firefighters Local #1700

Section 4: This Resolution shall be in full force and effect immediately upon its passage by the City Council and its approval by the Mayor, and it shall remain in full force and affect until its amendment or revocation, in whole or in part, by a subsequent ordinance or resolution of this City Council.

Section 5: All Resolutions or motions in conflict with this Resolution are repealed insofar as they conflict.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDWARDSVILLE, ILLINOIS,
this 16th day of April 2024, pursuant to a roll call vote as follows:

AYES: MIRACLE, MORRISON, KRAUSE, GRANT AND PATTON

NAYES:

ABSTENTION:

ABSENT: WARREN and FARRAR

APPROVED BY THE MAYOR OF THE CITY OF EDWARDSVILLE, ILLINOIS, this
16th day of April 2024.

BY: Art Risavy
Art Risavy, Mayor
City of Edwardsville
Madison County, Illinois

ATTESTED:

Filed in my office this 16th day of April, 2024

BY: Michelle A. Boyer
Michelle A. Boyer, City Clerk
City of Edwardsville
Madison County, Illinois

City of Edwardsville
and
Edwardsville Firefighters Local #1700
Collective Bargaining Agreement
("Agreement")
-2024 - 2027

TABLE OF CONTENTS

<u>Article</u>	<u>Content</u>	<u>Page</u>
	Agreement	4
<u>1</u>	Preamble	<u>5</u>
<u>2</u>	Scope of Agreement	<u>6</u>
<u>3</u>	Recognition	<u>7</u>
<u>4</u>	Seniority	<u>8</u>
<u>5</u>	Policies and Procedures	<u>14</u>
<u>6</u>	Nondiscrimination	<u>20</u>
<u>7</u>	Leaves of Absence & Family Medical Leave Act	<u>21</u>
<u>8</u>	Residency	<u>23</u>
<u>9</u>	Payroll Deduction	<u>24</u>
<u>10</u>	Intentionally left blank	<u>25</u>
<u>11</u>	Union Business	<u>26</u>
<u>12</u>	Hours of Work	<u>27</u>
<u>13</u>	Grievance Procedure	<u>33</u>
<u>14</u>	Salary	<u>36</u>
<u>15</u>	Educational Incentives	<u>38</u>
<u>16</u>	Longevity	<u>41</u>
<u>17</u>	Overtime, Ambulance Callout, Special Duty & Shift Exchange	<u>42</u>
<u>18</u>	Holidays & Personal Days	<u>47</u>
<u>19</u>	Vacations	<u>49</u>
<u>20</u>	Insurance	<u>53</u>
<u>21</u>	Uniform & Equipment	<u>54</u>

Edwardsville Firefighters Local #1700 Collective Bargaining Agreement – 2024 - 2027

<u>22</u>	<u>Physical Exam & Drug Testing</u>	<u>57</u>
<u>23</u>	<u>Wellness – Fitness Program</u>	<u>70</u>
<u>24</u>	<u>Sick Leave</u>	<u>74</u>
<u>25</u>	<u>Savings Clause</u>	<u>77</u>
<u>26</u>	<u>Management Rights</u>	<u>78</u>
<u>27</u>	<u>No-Strike</u>	<u>80</u>
<u>28</u>	<u>Discipline</u>	<u>81</u>
<u>29</u>	<u>Duration</u>	<u>82</u>
	<u>Signatures</u>	<u>83</u>
	<u>Appendix</u>	<u>84</u>

AGREEMENT

This Agreement entered into this May 1, 2024 (“Effective Date”) between the City of Edwardsville (hereafter referred to as the “City” or “Employer”) and Edwardsville Firefighters Union Local #1700, International Association of Firefighters, affiliated with the A.F.L.-C.I.O.-C.L.C. (hereafter referred to as “Union Local #1700” or just the “Union”). City and Union may be referred to herein solely as a “Party” or jointly as the “Parties”, as the case may be.

ARTICLE ONE

PREAMBLE:

This Agreement entered into, by and between the City of Edwardsville, Illinois, and Union Local #1700, has as its purpose, the promotion of harmonious relations between the City and the Union, the establishment of an equitable and mutually agreeable procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment as well as other related matters as outlined in the Agreement.

ARTICLE TWO

SCOPE OF AGREEMENT:

- 2.1** The City is engaged in furnishing an essential public service that virtually affects the health, safety, comfort, and the general well-being of all the people of the community; and

WHEREAS, the very existence of the City is conditioned upon carrying out its obligations and responsibilities to the public served; and

WHEREAS, this responsibility to the public is a mutual responsibility of the Union and the City, which requires that it is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union to establish proper standards of rates of pay, hours and related terms and conditions of employment covered by the specific provisions of this Agreement, and to provide for equitable and mutually agreeable adjustment of differences over the interpretation and application of the Agreement without interruption of services.

The City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees. The Parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Illinois.

ARTICLE THREE

RECOGNITION:

- 3.1** The City recognizes Union Local #1700 as the sole and exclusive representative and bargaining agent for all uniformed employees within the Union including, but not limited to Firefighters, Lieutenants, and Captains of the Department, but excluding the Fire Chief, Deputy Fire Chief and the Assistant Chief(s), for all matters concerning wages, hours of work, and other conditions of employment. The term “Firefighter” shall mean employees covered by the terms of this Agreement and/or bargaining unit members. The term “Officer” shall include Firefighters with the rank of Lieutenant or Captain of the Department.

ARTICLE FOUR

SENIORITY:

- 4.1** The layoff and recall of personnel shall be in accordance with 65 ILCS 5/10-2.1-18. Seniority shall be defined as the Firefighter's continuous service (or employment) with the Fire Department of the City ("Department") beginning with the Firefighter's initial date of hire ("Seniority").
- 4.2** Seniority shall not be considered interrupted because of absence due to illness or injury (as long as the Firefighter remains employed by the City), or while on authorized leave (unless otherwise provided), or while on disciplinary suspension. In the event a Firefighter is laid off or accepts a disability pension that is later terminated then the Firefighter returns to the Department's active service, the Firefighter shall be entitled to his/her accumulated seniority up to the time he/she was placed on layoff or on the disability pension. Upon return from layoff or disability retirement, the Firefighter's seniority will begin again starting on the date of his/her return to duty and will be added to his/her previously accumulated seniority. No seniority shall accumulate while a Firefighter is on the disability pension.
- 4.3** The Parties agree that any new personnel within the Department ("Probationary Firefighter") shall be on probation for the first twelve (12) months of hire. The Probationary Firefighter will acquire Basic Operations Firefighter Certification (Firefighter II), State of Illinois EMT-Paramedic license, and be in compliance with the current Department Policies and Procedures. The Firefighter's probationary period may only be extended in order to obtain State of Illinois EMT-Paramedic license in accordance with Illinois State Statute.
- 4.4** Seniority shall begin on the date of the letter of appointment the Firefighter appointee receives from the Board of Fire and Police Commissioners. When there is more than one letter of appointment with the same date, then that Firefighter having the highest test score

shall have Seniority preference. In the event of appointments on the same date and tied scores, a coin flip supervised by the city clerk shall determine Seniority.

- 4.5** The term “continuous service” and/or “employed continuously” shall be so construed that Firefighters absent from employment due to sickness, injury, authorized leaves of absence or layoffs by the Employer shall not cause a break in computing Seniority and Firefighter’s continuous service credits, except as provided for below:

Seniority and employment relationship shall be terminated when a Firefighter:

- A. Voluntarily quits or retires;
- B. Is absent for two (2) consecutive workdays without a valid excuse;
- C. Has performed no work for the Department for a period of twenty-four (24) months, except for employees who are on layoff in accordance with 65 ILCS 5/10-2.1-18;
- D. Is laid off and fails to return to work within the limits as stated by the state statutes after having been notified by registered letter at his/her known address;
- E. Does not report for work at the termination of an authorized leave of absence; or
- F. Is discharged for any other just and proper cause.

4.6 SHIFT SENIORITY

- A. This Section 4.6 is not intended to diminish the right of the City to assign personnel to shifts within the Department but is intended to ensure that such assignments are appropriately made to ensure that Firefighters are so assigned to allow them to utilize their Seniority rights.
- B. The Parties agree that employees covered by this Agreement are entitled to certain rights concerning Seniority for their extended service to the City and within the Department.
- C. These rights include, but are not limited to, the priority in selecting vacations, the right to receive acting captain’s and/or acting lieutenant’s pay, if qualified, and the assignment of Firefighters to shifts to ensure that Seniority rights may be utilized.

- D. Any permanent shift change for a continuous twelve (12) month period or longer will be published prior to October 1 of each year and notification shall be given to the Union no later than that date.
- E. The City agrees that future shift assignments shall be made to ensure that Seniority is distributed as equally as possible between the shifts to ensure that Seniority rights may be utilized by the individual Firefighters.
- F. The Union agrees that mid-year shift changes may be made by the City provided that those individuals Firefighters being moved have agreed to the move. Any mid-year shift change must not diminish the Seniority rights of other individuals on the shift to which they are being moved.
- G. The Parties agree that when a Temporary Staffing Shortage (defined below) exists on a shift, the Fire Chief may require Firefighter(s) to temporarily move to a different shift, in order to maintain minimum staffing levels.
- H. The Parties agree that a “Temporary Staffing Shortage” shall be defined as any time staffing on a shift does not meet minimum staffing requirements for three (3) or more consecutive shifts, due to unforeseen factors such as injury, illness, etc. However, effective January 1, 2025, the Parties agree that the above sentence shall be null and void and that a “Temporary Staffing Shortage” shall be defined as any time staffing on a shift does not meet minimum staffing requirements for two (2) or more consecutive shifts, excluding “Extra Day” shifts, due to unforeseen factors such as injury, illness, etc
- I. When a Temporary Staffing Shortage on a shift requires moving one (1) or more Firefighters, the Firefighter with least Seniority on a shift with available staffing may be required to move.
- J. Reduced staffing for required training does not qualify as a Temporary Staffing Shortage; however, a Firefighter may be moved with mutual consent of the Union and Fire Chief.
- K. Significant training/classes that have been scheduled at least one (1) month in advance, and requires an overnight stay, will qualify as a Temporary Staffing Shortage. In the case of significant training/classes, seven (7) calendar days’ notice must be given to any Firefighter being required to move.

- L. The Union agrees that if a Firefighter returns to active duty from an approved absence in excess of thirty (30) days after October 1 of any year, the Fire Chief shall have full discretion to place the Firefighter on any shift without regard to Seniority for the remaining portion of said calendar year, and for the subsequent calendar year. On or before October 1 of said subsequent year, the Firefighter's Seniority shall be considered and shift assignments for the next calendar year adjusted accordingly.
- M. Parties agree that no additional pay will be due to any Firefighter as a result of Article 4.6, except as required by the Fair Labor Standards Act (FLSA).

4.7 RETURN TO DUTY – DISABILITY PENSION

- A. Any Firefighter who is receiving a disability pension that is terminated by the Pension Board in accordance with ILCS Chapter 40, Section 5/4-112, and is ordered to return to active duty shall be entitled to receive all benefits as the Firefighter enjoyed when the Firefighter was placed on the disability pension.
- B. Any Firefighter who is returned to active duty in compliance as stated above in Section 4.7(A) shall be placed back in the rank from which the Firefighter was removed from active duty.
- C. Any Firefighter who returns to active duty who does not possess an active Emergency Medical Technician (EMT) license, Basic Operations Firefighter (Firefighter II) certification, other licensing or certification required by this Agreement, and Department Policy and Procedures, shall not be considered qualified for 24-hour shift duty and shall be placed on a 40-hour work week until such time as the Firefighter provides to the City a minimum of an EMT-B or an EMT-P license in compliance with the 77 Illinois Administration Code, Chapter I 515.170, Subchapter "f", Firefighter II certification or other license or certification as required.

- D. All Firefighters are required to maintain an EMT-P license. The Parties agree that the City will only be required to pay for any expenses of obtaining a new license up to the required position as defined above.
- E. The City agrees to allow a Firefighter who returns to active duty as defined above a period of six (6) months to obtain the required licenses and certifications. If the Firefighter has not obtained the required licenses and certifications within that period, the Firefighter's employment shall be terminated. It is further agreed if a Firefighter is unable to obtain a license within the six (6) month period due to circumstances beyond his/her control, that a reasonable extension will be provided by the City.
- F. Any Firefighter who returns to active duty as provided in Section 4.7(A) shall be entitled to the following:
 - 1. Personal Leave:
 - a. The amount of personal leave in the first calendar year of the Firefighter's return shall be two (2) regular working shifts (48 hours) and shall be pro-rated based upon the number of hours the Firefighter has been employed prior to November 1 following the Firefighter's return.
 - b. Each subsequent year the amount of personal leave shall be as provided in Article Eighteen (18) of this Agreement.
 - 2. Sick Leave:
 - a. The amount of sick leave in the first calendar year of the Firefighter's return shall be two-hundred forty (240) hours and shall be pro-rated based upon the number of regular hours the Firefighter has worked prior to December 31 following the Firefighter's return.
 - b. Each subsequent year the amount of sick leave shall be as provided in Article Twenty-four (24) of the Agreement.
 - 3. Vacation Leave:

- a. There shall be no vacation leave in the first calendar year of the Firefighter's return.
- b. The amount of vacation leave in the second calendar year of the Firefighter's return shall be the amount of days that the Firefighter is entitled to, based on the Firefighter's accredited service pro-rated based upon the number of days the Firefighter was employed prior to December 31 of the calendar year of the Firefighter's return to service (e.g. if Firefighter works one-hundred eighty (180) days in the first calendar year of the Firefighter's return and has 2 years of accredited service, the vacation leave during the second calendar year would be two (2) twenty-four (24) hour shifts).

Each subsequent year the amount of vacation leave shall be as provided in Article Nineteen (19) of the Contract.

ARTICLE FIVE

POLICIES AND PROCEDURES:

- 5.1** All parties shall abide by the rules governing the Board of Fire and Police Commissioners provided that they do not conflict with the state statutes.
- 5.2** A current, up-to-date copy of the rules of the Board of Fire and Police Commissioners shall be kept on file at each fire station and made available to all Union members. If the Board of Fire and Police Commissioners should change any rules, an up-to-date copy to be placed on file at each fire station.
- 5.3** The Union agrees that its members shall comply with all Fire Department Policies and Procedures including those relating to conduct and work performance.
- 5.4** The City will ensure Union members have a thirty (30) day window to review, comment, and make recommendations on changes to Fire Department policies and procedures through a continuous review process. However, nothing shall preclude the bargaining unit from demanding to bargain over any mandatory subject of bargaining.
- 5.5** All exams for promotions within the Department will be governed by the following:
- A. Eligibility to test – (Lieutenant)
 - 1. Three (3) years of service with the Department at the time of testing.
 - 2. Promotional examination shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. (50 ILCS 742/15).
 - B. Eligibility to test – (Captain)
 - 1. Five (5) years of service with the Department at the time of testing.

2. Promotional examinations shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. (50 ILCS 742/15).

C. Lieutenants Test Weighting

Seniority	10%
Ascertained merit	10%
Subjective Evaluation	40%
Written examination	<u>40%</u>
	100%

D. Captains Test Weighting

Seniority	5%
Ascertained merit	10%
Subjective Evaluation	50%
Written examination	<u>35%</u>
	100%

E. Seniority (Lieutenant)

1. Seniority percentage points will be awarded $\frac{1}{2}$ point for each year of service with the Department up to a maximum of 10 percentage points.
2. A list of Seniority shall be posted before the written examination is administered and before the preliminary promotion list is compiled. The Seniority list shall include the Seniority date, any breaks in service, the total number of eligible years, and the number of Seniority points awarded to each candidate.

F. Seniority (Captain)

1. Seniority percentage points will be awarded $\frac{1}{4}$ point for each year of service with the Department up to a maximum of 5 percentage points.

2. A list of Seniority shall be posted before the written examination is administered and before the preliminary promotion list is compiled. The Seniority list shall include the Seniority date, any breaks in service, the total number of eligible years, and the number of Seniority points awarded to each candidate.

G. Ascertained Merit

1. Ascertained Merit Percentages will be administered as follows:
 - A. Three percent for Associate or Bachelor's Degree in Fire Science or Paramedic Science
 - B. Three percent for Company Fire Officer Certification (Certified Fire Officer I)
 - C. Six percent for Associate or Bachelor's Degree in Fire Science or Paramedic Science and Fire Officer I
 - D. Ten percent for Advanced Fire Officer Certification (Certified Fire Officer II)
2. Percentages listed above cannot be compounded.
3. Applicants must submit a written request to the Board of Fire and Police Commissioners in a ten (10) calendar day window prior to the oral examination requesting that ascertained merit be added.
4. An ascertained merit list shall be posted before the written examination is administered and before the preliminary promotion list is compiled. The list shall include the total number of percentage points awarded to each candidate.
5. For the purpose of ascertained merit for promotions, only certifications issued by or recognized by the Office of the Illinois State Fire Marshall or National Fire Academy will be considered.

H. Lieutenants Test Subjective Evaluation

1. Assessment Center
 - a. Thirty percent (30%) of the evaluation will be based on the Assessment Center.

- b. The Assessment Center will be composed by an outside agency. All materials referenced to comprise this examination will be made available to applicants ninety (90) days prior to testing.
 2. Job Performance
 - a. Seven percent (7%) of the evaluation will be based on documented job performance (i.e. Annual performance evaluations, peer evaluations, personnel file information, etc.). The Fire Chief will award this Seven percent (7%) based on the individual's documented job performance.
 3. Chief's Preference
 - a. Three percent (3%) of the evaluation will be awarded as Fire Chief's preference.
 4. A subjective evaluation list shall be posted before the written examination is administered and before the preliminary promotion list is compiled. The list shall include the nature of the components, including the method of scoring and weighting, the results from the assessment center, job performance, and Fire Chief's preference, and list the total number of percentage points given for each candidate.
- I. Captains Test Subjective Evaluation
 1. Assessment Center
 - a. Fifteen percent (15%) of the evaluation will be based on the Assessment Center.
 - b. The Assessment Center will be composed by an outside agency. All materials referenced to comprise this examination will be made available to applicants ninety (90) days prior to testing.
 2. Job Performance
 - a. Twenty percent (20%) of the evaluation will be based on documented job performance (i.e. Annual performance evaluations, personnel file information, etc.). The Fire Chief will award this twenty percent (20%) in ½ percent increments based on the individual's documented job performance.

3. Fire Chief's Preference

- a. Fifteen percent (15%) of the evaluation will be awarded as Fire Chief's preference in ½ percent increments.

4. A subjective evaluation list shall be posted before the written examination is administered and before the preliminary promotion list is compiled. The list shall include the nature of the components, including the method of scoring and weighting, the results from the oral examination, job performance, and Fire Chief's preference, and list the total number of percentage points given for each candidate.

J. Written Examination

1. The written examination will be composed by an outside agency. All materials referenced to comprise the test will be made available to applicants ninety (90) days prior to testing. The written test will be comprised only from the following:
 - a. Fire service publications recognized by the NFPA or IFSTA
 - b. Department Policies and Procedures; and
 - c. Other publications as agreed to by the Parties

K. Military Points

1. Military preference points will be awarded per state statute.
2. Applicants must meet statutory requirements to be eligible for military points.

L. State Law Requirement

1. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.
2. To the extent that promotions are not covered by this Article or Agreement, promotions shall be governed by the State Law, Illinois Compiled Statutes 65 ILCS 5/10-2.1-1 et seq.

5.6 The City of Edwardsville Personnel Code represents the policies, procedures, rules and regulation of the City (“Personnel Code”). Nothing in the Personnel Code negates the application of this Agreement or the Policies and Procedures of the Department. In the event of a conflict between the Personnel Code and this Agreement or the Policies and Procedures this Agreement and/or the Policies and Procedures shall prevail and control.

Employees shall be subject to the applicable provisions and benefits of the Personnel Code not covered under this Agreement as of the effective date of this Agreement. Disputes in the application of the Personnel Code shall be subject to the provisions of Illinois Public Labor Relations Act. The City agrees to notify the Union in writing of any proposed changes in its Personnel Code and shall bargain such proposed changes upon demand of the Union. No changes to the Personnel Code shall be made until such bargaining is mutually agreed upon by the Parties.

ARTICLE SIX

NONDISCRIMINATION:

- 6.1** The Parties agree not to discriminate against any employee for his/her activity, or non-activity, on behalf of, or membership or non-membership in the Union.

- 6.2** The Parties agree that there shall be no discrimination against any employee because of race, color, national origin, religion, age, sex, disability, genetics, ancestry, citizenship status, marital status, military status, sexual orientation, or other status as classified by Federal and State laws.

- 6.3** The Parties agree to abide by the Constitution of the United States, the Constitution of the State of Illinois, Federal and State Statutes and the Codified Ordinances of the City of Edwardsville with regard to protection of lawful Union activity and the rights of individuals generally.

ARTICLE SEVEN

LEAVE OF ABSENCE:

- 7.1** Request for leave of absence shall be submitted in writing to the Fire Chief. Unless otherwise expressly provided by separate writing, an employee may be granted a general leave of absence without pay, based on the following conditions:
- A. The Fire Chief may grant a leave not to exceed a period of five (5) days. Any request for leave of greater than five (5) days must be submitted to the City Administrator for approval.
 - B. The City Administrator may grant a leave not to exceed a period of ninety (90) days. Any request for leave of greater than ninety (90) days must be submitted to the City Council for approval.
 - C. All benefits will be suspended during leave. An employee may elect to preserve his or her placement in an insurance program, but will be required to pay his or her premiums in advance.
 - D. Benefits will not accrue during leave.
- 7.2** No leave of absence shall be granted for the purpose of taking gainful employment elsewhere, and the falsification of information in order to obtain such leave of absence shall be grounds for immediate termination from the Department.
- 7.3** In the event of a death within the immediate family of a Firefighter, the Firefighter (upon request) shall be granted up to one (1) duty shift off with pay. Probationary Firefighters scheduled for a 40-hour work week shall be granted up to three (3) scheduled work days off with pay, inclusive of the day of the funeral. Paid time off must be taken during the time period beginning with the day of the death and ending seven (7) calendar days after the funeral. The immediate family shall be defined as; Spouse, Child, Mother, Father, Brother, Sister, Grandmother, Grandfather, Grandchildren, Spouse's Parents, Grandparents, Brothers, Sisters, Stepmother, Stepfather, and Stepchildren. The Fire Chief may grant an additional duty

day off. Such additional duty time taken shall be used first as a personal day as outlined in (Section 18.6)

7.4 FAMILY AND MEDICAL LEAVE ACT POLICY

Family and Medical Leave Act Policy (“FMLA”) for each Firefighter shall be provided per State & Federal Law, guidance, and regulation.

- B. Any Firefighter on leave through FMLA will not be permitted to work at any other job while they are on FMLA leave with the City.

ARTICLE EIGHT

RESIDENCY:

8.1 Within two (2) years from the date of appointment to the Department, a Firefighter shall reside either within the corporate limits of the City of Edwardsville or within an eight (8) mile radius of any fire station if residing outside of the corporate limits, but within the State of Illinois. A Firefighter will notify the Fire Chief prior to moving to a new residence to ensure that its location is in compliance with Section 8.1. The Chief, may allow a Firefighter to reside further than the limit described above. If the location of a firefighter's residence impacts the firefighter's ability to respond in a timely manner to a callback request, the Fire Chief may limit the firefighter's eligibility to take callbacks. Such limitations shall be reevaluated every six (6) months and shall be for just cause. The burden of proof to impose such limitations shall be on the Employer.

ARTICLE NINE

PAYROLL DEDUCTION:

- 9.1 DUES AND ASSESSMENT:** All Firefighters covered by the terms of this Agreement and who are members of the Union shall be required to pay Union related dues and assessments.
- 9.2 CHECK OFF:** The City shall check off Union dues on presentation of voluntarily and individually executed check off authorization forms. The City shall deduct from the salaries of the Firefighters executing such authorizations the amounts certified to the City by the then current Treasurer of the Union.
- 9.3 NEW FIRE FIGHTERS:** New Firefighters who sign check off authorization cards for Union dues are eligible for check off only after thirty (30) calendar days of employment.
- 9.4 Responsibility:** For purposes of this Article Nine, each Party to this Agreement shall be responsible for its own negligent acts and omissions, and the results thereof, and shall not be responsible for the negligent acts and omissions of the other Party, and the results thereof.
- 9.5 TRANSMITTAL:** The City shall transfer all sums deducted from a Firefighter's salary under this Article Nine to the Treasurer of the Union on each regularly scheduled payday.
- 9.6 PAYCHECK AVAILABILITY:** The Parties agree that paychecks for Firefighters will be made available at the end of the shift on the day on which paychecks are due. The Parties acknowledge that this Agreement will be followed in the absence of computer malfunction or other events beyond the City's control, which might delay provision of the paychecks at the end of the shift.

ARTICLE TEN

INTENTIONALLY LEFT BLANK

ARTICLE ELEVEN

UNION BUSINESS:

- 11.1** The City agrees to allow delegated members of the Union time off to attend seminars and conventions of the A.F.F.I. and the I.A.F.F. Unless overtime is approved by the Fire Chief, the time off shall only be permitted when the time off does not result in payment of overtime to replace the delegated member(s).
- 11.2** Time off to attend A.F.F.I and I.A.F.F seminars and conventions will be limited to attendance by two (2) Firefighters at any given time unless the Fire Chief approves additional Firefighters. Total Firefighter hours taken will not exceed a maximum of one-hundred ninety-two (192) hours per contract year. The 192 hours will be taken in hourly increments as approved by the Fire Chief. In no case will the hourly increments be less than four (4) hours each.
- 11.3** A maximum of two (2) representatives of the Union shall be allowed time off duty, without loss of pay, to attend mutually scheduled collective bargaining negotiation meetings.
- 11.4** The City agrees to allow delegated members of the Union time off to attend the annual A.F.F.I. Honor Guard convention and the yearly ceremonies at Colorado Springs, Colorado. A maximum of two (2) Firefighters will be allowed to attend, permitted that time off does not result in payment of overtime to replace the delegated members.
- 11.5** The parties agree that if a Firefighter delegated to attend an A.F.F.I. or I.A.F.F. seminar and/or convention and who has made arrangements to attend the seminar and/or convention as specified in this Article Eleven is called in to work for the time period the delegated member is scheduled to attend the seminar and/or convention, that member will not be required to work and, if overtime is incurred in order to replace the delegated member, that overtime will not be considered as being covered by this Article Eleven (11).

ARTICLE TWELVE

HOURS OF WORK:

12.1.1 Effective until December 31st, 2024, it is agreed by the City and the Union that the workweek shall be an average of fifty-two point four (52.4) hours per week.

12.1.2 The established workweek for the Department is Sunday beginning at 07:30 A.M. C.S.T. and ending seven (7) consecutive days later.

12.1.3 KELLY DAYS – To achieve the average of a fifty-two point four hour workweek the following “Kelly day” system will be implemented:

- A. The Parties agree that each Firefighter will be assigned eight (8) Kelly days (defined as a 24 hour shift) per year.

- B. The Parties agree that the Fire Chief will assign the Kelly days for each shift. The Firefighters on each shift will choose their Kelly days from those assigned by the Fire Chief. Beginning with the most senior Firefighter on the shift, each Firefighter will choose one Kelly day and pass the schedule to the next most senior Firefighter until each Firefighter on the shift has chosen one Kelly day. This calendar rotation will repeat and continue in the manner described above until each Firefighter in the shift has chosen all of his or her allotted Kelly days for that year.

- C. The Parties agree that the Kelly days will be assigned and marked on the vacation calendar by the Fire Chief prior to the vacation calendar being passed to the Firefighters for the purpose of scheduling vacations and Kelly days.

- D. The Parties agree that once Kelly days are posted, they can only be rescheduled by the mutual agreement of the Fire Chief and the Firefighter whose Kelly day is being rescheduled.
- E. The Parties agree that Kelly days will not be scheduled during a ninety-six (96) hour pay period.
- F. The Parties agree that no Firefighter shall have more than one (1) Kelly day scheduled per pay cycle.
- G. At no time shall a Firefighter be forced to schedule a Kelly day on a holiday recognized in Article 18 Section 1.

12.1.4 The normally scheduled workday shall be twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. Adjusting the work schedule of non-probationary Firefighters is prohibited, unless mutually approved by the Fire Chief, and the Local 1700 Executive Board.

12.1.5 The normally scheduled workday shall begin at 0730 a.m. CST and end at 0730 a.m. CST the following day.

12.2.1 Effective January 1st, 2025, 12.1.1 through 12.1.5 are no longer applicable and 12.2.1 through 12.2.5 are now applicable.

12.2.2 It is agreed by the City and the Union that the workweek shall be an average of forty-seven point two (47.2) hours per week.

12.2.3 The established workweek for the Department is Sunday beginning at 07:30 A.M. and ending seven (7) consecutive days later.

12.2.4 The normally scheduled workday shall begin at 0730 a.m. and end at 0730 a.m. the following day.

12.2.4 The normally scheduled workday shall be twenty-four (24) consecutive hours on duty followed by seventy-two (72) consecutive hours off duty, with one (1) "Extra Day" worked every thirty-two (32) calendar days. Each year, firefighters will be assigned a 32 day cycle for Extra Days. Extra Days will only be scheduled on the firefighters second day off. Once a firefighter has been assigned an Extra Day cycle (pursuant to Section 12.2.5) it will continue as a regular 32 day cycle for the remainder of the year and it will be considered part of firefighter's regular work schedule.

- A. Adjusting the work schedule of non-probationary Firefighters is prohibited, unless mutually approved by the Fire Chief, and the Local 1700 Executive Board.

12.2.5 Extra Days – To achieve the average of forty-seven point two (47.2) hour workweek the following "Extra Day" system will be implemented:

- A. "Extra Days" will be defined as an additional twenty-four (24) hour paid shift every thirty-two (32) calendar days.
- B. Firefighters will work a four (4) shift rotation beginning with "A" Shift continuing alphabetically and ending with "D" Shift.
- C. The Parties agree that each Firefighter will be assigned an Extra Day every thirty-two (32) calendar days on a continuous cycle, or one (1) Extra Day after every eight (8) shifts.

- D. The Parties agree that each Firefighter will work Extra Days on their “Sister” shift (A shift works Extra Days on C Shift; B shifts works Extra Days on D shift; and vice versa). Extra Days are subject to shift exchanges as described in Section 17.8.

- E. Officers working an Extra Day will retain their rank but may be required to function in the Firefighter/Paramedic role. Regularly scheduled officers will not be bumped from their role. If an officer position becomes vacant due to a regularly scheduled officer being off duty, the extra day officer will fill the vacant role as per Article 17.1.

- F. The Parties agree that Firefighters on each shift will choose their Extra Day rotation. Extra Day rotations shall be marked on the calendar (ie A1, A2, A3, etc) then by seniority each firefighter will pick which extra day rotation he/she would like on an annual basis. Beginning with the most senior Firefighter on each shift, each Firefighter will choose an Extra Day rotation and pass the calendar to the next most senior Firefighter until all Firefighters on the shift have chosen an Extra Day rotation.

- G. The Parties agree that Extra Days will be assigned and marked on the vacation calendar prior to the scheduling vacation days.

- H. Vacation and personal time may be scheduled on Extra Days in accordance with Section 19.4 “Scheduling of Vacations”.

12.6 Probationary Firefighters

A. Probationary Firefighters will be allowed to work a modified work schedule, which includes adjusting the work schedule as defined below, to attend required schooling until completion of minimum job requirements for the Department. Required schooling includes classes, certificates, and licenses needed to achieve the minimum job requirements for the Department.

B. The Fire Chief may require the following classes to be completed by a Probationary Firefighter, therefore qualifying the Probationary Firefighter to work a modified work schedule:

- Fire Academy
- Illinois State Paramedic Licensure
- Technical Rescue Awareness
- Vehicle Machine Operations
- Hazardous Materials Operations

C. The standard workday for Probationary Firefighters working the modified work schedule is eight (8) hours, Monday-Friday 07:30 AM– 15:30 PM.

D. Adjusting the work schedule of a Probationary Firefighter's schedule will not supersede Title 56, Section 210.400 of the Joint Committee on Administrative Rules, Administrative Code.

E. If a Probationary Firefighter is held over their scheduled shift, because of an unforeseen event, the Probationary Firefighter shall be compensated as defined pursuant to the applicable terms of this Agreement.

F. When a Probationary Firefighter has met the minimum job requirements the Fire Chief may choose to move the Probationary Firefighter onto a twenty-four (24) hour shift, as defined in Article twelve (12).

G. Probationary Firefighters not yet assigned to a shift working 40-hours per week will have an hourly rate determined by a Firefighter's annual base salary being divided by 2080.

H. Probationary Firefighters working 40-hours per week shall receive holidays (outlined in Article Eighteen (18) of this agreement) off with the regular rate of pay.

I. Any hours required outside of the established work week will be paid at time and one half.

J. Probationary Firefighters assigned to a twenty-four (24) hour shift will have an hourly rate determined by the Probationary Firefighter's annual base salary, including longevity, and that total being divided by 2454 hours.

12.7 The hourly rate shall be determined by the Firefighter's annual base salary, including longevity, and that total being divided by 2454 hours.

ARTICLE THIRTEEN

GRIEVANCE PROCEDURE:

13.1 A. DEFINITION:

For the purpose of the Agreement, a grievance is defined as an individual Firefighter's and/or Union dispute, claim or complaint involving the interpretation, application or compliance of the provisions of this Agreement between the parties.

B. PROCEDURE:

STEP 1: The individual Firefighter's and/or Union dispute, claim or complaint shall be presented to the grievance committee of Union Local #1700 for a determination of the validity and desired settlement or disposition of the grievance. All decisions at this step shall be by majority vote of the entire grievance committee.

STEP 2: The Union or a representative of the Union's grievance committee shall present a written grievance to the Fire Chief for adjustment. The written grievance must be presented within ten (10) business days after the occurrence of the grievance. The Fire Chief shall respond to the Union, in writing, within ten (10) business days of receipt of the grievance. If the Union does not receive an answer from the Fire Chief within the ten (10) business days, the grievance shall be considered denied.

STEP 3: Should the aggrieved party and/or Union feel that the grievance was not satisfactorily settled in Step #2, the grievance shall be submitted, within five (5) business days of Step 2, to the City's designated representative who shall meet with the Union's representative(s) in an attempt to resolve the grievance within fourteen (14) business days of the grievance being submitted to this step and shall also provide a written response within the same fourteen (14) business days. For the purpose of tracking grievances, a numbering system will be used and logged by the Fire

Department. Starting with the contract year of November 1, 1997, a tracking system of numbers will be assigned by the Fire Chief to all grievances that may be brought forward by any member in the Union. The numbering system will start with 01 and continue on until the end of the agreement between the Parties.

C. ARBITRATION:

If the grievance is not settled in accordance with the foregoing procedure, either Party may request arbitration by sending the other Party written notice of its desire to arbitrate the grievance. Such notice must be given within five (5) business days after receipt of the Step 3 response. The Parties shall attempt to agree upon an Arbitrator within five (5) business days after receipt by the City of the notice of referral. In the event that the parties are unable to agree upon an Arbitrator within such five (5) business days, they shall immediately and jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators. The Parties shall each have the right to reject one (1) entire panel. The Parties shall have the right to strike three (3) names from the panel. The Parties, by a toss of a coin, shall determine which Party shall strike the first name, the second Party shall strike the second name, the first Party shall strike the third, the second Party the fourth name, the first Party shall strike the fifth, the second Party the sixth, and the remaining person shall be the Arbitrator. The Arbitrator shall be notified of selection by a joint letter from the City and the Union representatives. All arbitration hearings shall be held in the City of Edwardsville, Illinois, unless the Parties mutually agree otherwise.

D. 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 Agreement. The Arbitrator shall only consider and make decisions with respect to the specific issue(s) submitted. In the event that the Arbitrator finds a violation of the terms of this Agreement, the Arbitrator 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 be asked to submit a written decision within thirty (30) calendar days of the close of the hearing or the submission of briefs by the Parties, whichever is late, unless the Parties agree to a written extension thereof. The decision shall be based solely upon interpretation of the meaning or application of the expressed terms of this Agreement of the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

E. FAILURE TO PROCEED 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 City's last answer. If the City 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 that of a disciplinary suspension, discharge or layoff from work, when the grievance shall be filed by the end of the day after the Firefighter or the Union knew of the action. Time limits for the processing of any grievance may be extended at any time by mutual agreement of the Parties. Such agreement shall be documented at the time of such agreement to extend time limits and referenced in the respective response.

F. ARBITRATION COST:

The fee and expenses for the Arbitrator's services, if any, shall be borne equally by the Parties. Each Party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript. However, the cost of the Arbitrator's copy shall be borne as provided for in the fees and expenses of the Arbitrator. However, none of the terms within Article Thirteen (13) shall contravene any existing law or Statute.

ARTICLE FOURTEEN

SALARY:

14.1 Salary will be paid according to the schedule below. Firefighters will receive a 3% increase the first year of the contract and a one time \$500.00 retention bonus to be paid on May 1, 2024, an additional 2.5% increase the second year of the contract, and an additional 2.5% increase the third year of the contract. Lieutenant base salary is the Firefighter current year salary plus 5%. Captain base salary is the Firefighter current year salary plus 10%.

14.2 The Annual Base Salary for all Firefighters from May 1, 2024 through April 30, 2025 shall be as follows:

A. From May 1, 2024 through December 31, 2024:

FIREFIGHTER	\$82,655.37 / yr	\$30.31 / hr
LIEUTENANT	\$86,800.41 / yr	\$31.83 / hr
CAPTAIN	\$90,918.18/ yr	\$33.34/ hr

From January 1, 2025 through April 30, 2025:

FIREFIGHTER	\$82,650.72. / yr	\$33.68 / hr
LIEUTENANT	\$86,797.98 / yr	\$35.37 / hr
CAPTAIN	\$90,920.70 / yr	\$37.05 / hr

14.3 The Annual Base Salary for all Firefighters from May 1, 2025 through April 30, 2026 shall be as follows:

FIREFIGHTER	\$84,712.08 / yr	\$34.52 / hr
LIEUTENANT	\$88,957.50 / yr	\$36.25 / hr
CAPTAIN	\$93,178.38 / yr	\$37.97/ hr

14.4 The Annual Base Salary for all Firefighters from May 1, 2026 through April 30, 2027 shall be as follows:

FIREFIGHTER	\$86,822.52 / yr	\$35.38 / hr
LIEUTENANT	\$91,166.10 / yr	\$37.15 / hr
CAPTAIN	\$95,509.68 / yr	\$38.92 / hr

14.5 Probationary Firefighters' salaries shall be based upon the following formula:

Probationary Firefighters shall be paid not less than 90% of the Firefighter's salary for the first twelve months of service. After the Probationary Firefighter has completed twelve (12) months of service they will be upgraded to 100% of the Firefighters Salary.

ARTICLE FIFTEEN

EDUCATIONAL INCENTIVES:

15.1 Each Firefighter who shall earn an Associate Degree from an accredited school or college or a Bachelor’s Degree from an accredited school or college based upon a curriculum that is fire service related or emergency medical service related and approved by the Chief shall receive as an additional salary a stipend in the following increment to be paid once annually. Such annual stipend shall be paid in the first full pay period of January each calendar year and shall be pensionable in accordance with all Illinois Laws and Regulations:

Associates Degree.....	\$700.00
Bachelor’s Degree.....	\$1,000.00

The above incentive shall be paid only for the highest degree obtained.

Any existing member of the fire department who has attained an Associate Degree from an accredited school or college or a Bachelor’s Degree from an accredited school or college prior to 1 November 2008, and has received a salary increase for that degree, will continue to qualify for the above salary increase regardless of whether or not the curriculum is fire service or emergency medical service related.

15.2 Each Firefighter who shall earn an Advanced Technician Firefighter (Firefighter III) certification or Company Fire Officer or Advanced Fire Officer (Fire Officer I) (Fire Officer II) Certification shall receive as an additional salary a stipend in the following increment to be paid once annually. Such annual stipend shall be paid in the first full pay period of January each calendar year and shall be pensionable in accordance with all Illinois Laws and Regulations:

Advanced Technician Firefighter (Firefighter III).....	\$625.00
Company Fire Officer (Fire Officer I).....	\$750.00
Advanced Fire Officer (Fire Officer II).....	\$1,000.00

The above incentive shall be paid only for the highest certification obtained.

For the purpose of educational incentives only certifications issued by or recognized by the Office of the Illinois State Fire Marshall or National Fire Academy will be considered.

- 15.3** Each Firefighter who shall earn a Fire Apparatus Engineer Certification shall receive as an additional salary a stipend in the following increment to be paid once annually. Such annual stipend shall be paid in the first full pay period of January each calendar year and shall be pensionable in accordance with all Illinois Laws and Regulations:

Fire Apparatus Engineer.....\$625.00

- 15.4** All Firefighters shall maintain their Illinois State Paramedic License throughout their term of employment.

- 15.5** In the event that a Firefighter’s paramedic license is suspended, the City will maintain the employment relationship with the Firefighter during the suspension for a minimum of three (3) months. This three-month period may be extended at the City’s discretion. Should, at any time, the Firefighter’s paramedic license be officially revoked by the Illinois Department of Public Health, the City may immediately terminate the employee as per the conditions set forth in this contract.

- 15.6** It is understood that all tuition and fees as may be approved by the Chief that are required to obtain and maintain any EMT certification shall be paid by the City. This shall include compensation to individuals while attending approved re-certification and Continuing Education Programs that are approved by the Chief for the number of continuing education hours at one and one half (1-1/2) times their hourly rate if the training is during scheduled off-duty time.

- 15.7** Firefighters on light duty shall be required to maintain Paramedic Licensure.
- 15.8** Field Training Officers shall receive an additional \$1.75 per hour while training, or performing duties related to training of a Paramedic Student or Probationary Firefighter.
- 15.9** Reimbursement for Firefighter Training

The Employer may provide new employees training via a fire academy institute and paramedic certification. Such employees will reimburse the employer for expenses incurred regarding fire academy and paramedic certification costs if they decided to voluntarily terminate their employment with the employer for reasons not related to serious injury, within three (3) years of active service (not including layoff) following their completion of the fire academy and/or paramedic certification.

The reimbursement obligation shall consist of tuition expense paid by the employer in connection with providing the fire academy and/or paramedic certification program on behalf of the employee. The employer agrees not to include in the calculation of the reimbursement obligation any sums previously received or expected to be received from any state or federal agency as reimbursement for training expenses.

Credit for services rendered will be given against the reimbursement obligation at the rate of one-sixth (1/6th) of the total reimbursement obligation for each twenty-six (26) weeks of continuous full-time employment after completion of the fire academy and/or paramedic certification program. Any absence from work due to illness, injury, or other cause for a period greater than two (2) weeks shall be excluded from the period of service for which credit will be given. Absences related to any injury sustained in the line of duty shall not be excluded.

Complete payment of the reimbursement obligation shall be made within twenty-four (24) months of cessation of employment with the employer, in monthly installments of no less than one twenty-fourth (1/24th) of the total reimbursement obligation.

- 15.10 Firefighters are eligible to receive educational incentives only after a diploma, certification, or degree has been provided to the Fire Chief. Educational incentives shall be paid in the first pay period of January each year. Any Firefighter employed as of January 1 of any calendar year shall receive the educational stipends in this Section on their final paycheck and said educational stipends shall be added to that year's pensionable compensations.

ARTICLE SIXTEEN

LONGEVITY:

- 16.1** In recognition of extended service, a longevity increment shall be paid to each Firefighter (regardless of his/her rank) and be considered as part of the Firefighter's annual base salary.
- A. Beginning the fifth year of time in service, three percent (3%) will be added each Firefighter's annual salary.
 - B. Beginning the sixth year and extending through the thirty-fifth (35th) year of time in service, 0.5% will be added to the Firefighter's base salary (to include previous years' longevity).

ARTICLE SEVENTEEN

OVERTIME, AMBULANCE CALL OUT,

SPECIAL DUTY, SHIFT EXCHANGE:

- 17.1** Any Firefighter or Officer required to accept the responsibilities of a higher ranking officer for six (6) or more hours due to an absence in that position, shall be paid at the rate of the base pay for the rank assumed including any other salary increments applicable to the Firefighter or Officer while acting in the senior officer's rank.
- A. When an officer position is left vacant for six (6) or more hours, the position must be filled with on duty personnel.
 - B. First, on-duty firefighters or officers whose names appear on the list to be promoted to the unfilled rank will be offered the position in the order their names appear on the list.
 - C. In the event that there are no on-duty firefighters or officers whose names appear on the list, the position will be given to the most senior on-duty firefighter.
- 17.2** A. Each Firefighter who is called on his/her allotted day off to man the Fire Station because of a Fire or Ambulance call will be compensated at the employee's regular overtime rate. Such call-in shall be a minimum pay of two (2) hours, irrespective of the time actually worked. There shall be no pyramiding of overtime.
- 17.3** In the event that a Firefighter or Officer is unable to be relieved at the end of his/her tour because such Firefighter is responding to a call, the Firefighter or Officer will be paid their respective normal overtime rate for the amount of time held over, up to and including the first 30 minutes past the end of shift. If the Firefighter or Officer is held over for more than 30 minutes but less than two hours the Firefighter or Officer will be paid a sum equal to their respective normal overtime rate multiplied by two (2) hours. If the Firefighter or Officer is held over for more than two (2) hours past their scheduled shift the Firefighter or Fire Officer will be paid their normal overtime rate until the end of their tour.

- A. Any Firefighter or Officer who is unable to be relieved from duty at the end of a scheduled overtime shift because such Firefighter or Officer is responding to a call will be subject to the same pay structure that is outlined above in this Article Seventeen (17).
- B. Any firefighter acting in an officer's position or any officer acting in a superior officer's position, who is unable to be relieved from duty at the end of a shift, because he/she is responding to a call, will be compensated as described above, in this Article Seventeen (17), at the higher "acting" pay rate until relieved from duty.

17.4 It is recognized by the Parties that Firefighters are on a twenty-four (24) hour a day call for emergency purposes to include minimum daily staffing during fire, ambulance, or other off-duty emergency response. The Fire Chief and Union, by mutual consent, shall determine the order in which off-duty Firefighters are called for such emergency purposes.

17.5 Staffing

A. Department Staffing: The City shall maintain a minimum of thirty (30) Firefighters appointed by the Board of Fire and Police Commissioners.

B. Daily Shift Staffing: There will be a minimum of six (6) Firefighters serving by appointment of the Board of Fire and Police Commissioners on-duty and immediately available to respond at all times.

17.6 When one or more Firefighters are needed to maintain minimum daily staffing, the Firefighters shall respond on a voluntary basis. If the shift is not fully staffed on a voluntary basis after calling through the entire list of Firefighters, it shall then be deemed an emergency. If an emergency condition exists, the Fire Chief, or designate, may require notified Firefighters to respond to the appropriate location(s). If the Firefighter(s) do not respond, the Firefighters may be subject to appropriate discipline by the Fire Chief and/or the Board of Fire and Police Commissioners.

- 17.7** The City may make routine departmental inspections, conduct plan review meetings, general and physical fitness (i.e. wellness) training, exercise programs, surveys, and other reasonable operational functions so long as those on-duty Firefighters performing these tasks are capable of an immediate response to a call.
- 17.8** Firefighters shall have the right to exchange shifts, or any part of a shift, (regardless of rank) when such exchange does not interfere with the operation of the Department and is approved by the Chief or a designate. Such approval shall not be unreasonably withheld or denied. The employer agrees that vacation time, time off for holidays not worked, and compensatory time due an employee shall be credited as hours worked in the calculation of FLSA overtime pay due an employee.
- 17.9** The Fire Chief will determine when a Probationary Firefighter, or Firefighter returning from a leave of absence, has met the minimum training requirements and is eligible to be placed on the call-in and overtime rotation schedule.
- 17.10** The City of Edwardsville recognizes the uniformed employees of the Edwardsville Fire Department as the organization providing Fire Protection and Emergency Medical Services to the citizens of the City of Edwardsville. This Article does not preclude the City from entering into automatic mutual aid agreements with other Fire Departments and /or Emergency Medical Services; provided that terms of such arrangements do not conflict with the terms of this Agreement.
- 17.11** LIGHT DUTY
- A. Any Firefighter who is on non-duty related injury or illness has the right to request that they be placed in an available “light duty” assignment that the employee is qualified to perform. Such request shall not be arbitrarily and/or unreasonably denied when the following conditions are satisfied:

1. Such a position is available and the employee is presently qualified to perform the duties of the “light duty” position, or can be qualified with a minimum of training.
 2. Employee’s Healthcare Provider has reasonably determined that the employee is physically able to perform the “light duty” assignment without significant risk that such return to work will aggravate any pre-existing injury.
 3. That there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within a reasonable time, not to exceed six (6) months.
- B. If a Workers Compensation physician is placing the Firefighter on “light-duty”, that Firefighter may be required to work “light duty.” A return to “light duty” for Firefighters on a workers’ compensation related absence shall take precedence over non-work related injury “light duty” requests.
- C. “Light duty” work shall consist of duties that the Firefighter’s Healthcare Provider feels are appropriate to the condition of the Firefighter. The Firefighter’s Healthcare Provider shall fill out the proper document with “light-duty” options available.
- D. There will be a maximum of three (3) Firefighters allowed on “light duty” at any given time.
- E. In order to prevent a reduction in benefits, and comply with 820/ILCS 305/8, any Firefighter working “light duty” shall remain on their normally scheduled workday of twenty-four (24) consecutive hours on duty, followed by forty-eight (48) consecutive hours off duty. Previously scheduled Kelly Days will still be taken by the Firefighter on “light duty”. However, effective January 1, 2025 the above sentence shall be null and void and the parties agree that in order to prevent a reduction in benefits, and comply with 820/ILCS 305/8, any Firefighter working “light duty” shall remain on their normally

scheduled workday of twenty-four (24) consecutive hours on duty, followed by seventy-two (72) consecutive hours off duty with an “extra day” every 32 calendar days.

- F. Firefighters may not be assigned to any City Department other than the Fire Department. Except, under appropriate circumstances, Police Department telecommunications advisory support may be assigned.

- G. Any Firefighter who chooses the option to work “light-duty” shall have his/her Healthcare Provider fill out the proper document with “light-duty” options available every sixty (60) calendar days. The Firefighter shall also be able to renew their option of working “light-duty” every sixty (60) days. If the Firefighter’s Healthcare Provider releases the Firefighter to full duty before the sixty (60)-day option has expired, the Firefighter shall return to full duty.

- H. “Light duty” will be available to Firefighters for a period not to exceed one hundred eighty (180) calendar days per occurrence.

- I. Firefighters on “light duty” shall not be assigned or accept the responsibilities of Captain or Lieutenant.

ARTICLE EIGHTEEN

HOLIDAYS-PERSONAL DAYS:

- 18.1** Holidays: For the purposes hereof, Holidays shall be considered to be: New Year's Day (1 January), Martin Luther King's Birthday (third Monday in January), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Juneteenth National Independence Day (19 June), Independence Day (4 July), Labor Day (first Monday in September), Veterans Day (11 November), Thanksgiving Day (fourth Thursday in November), the day after Thanksgiving (the Friday immediately following Thanksgiving Day), Christmas Eve (24 December) and Christmas Day (25 December).
- 18.2** Each Firefighter required to work on any of the above Holidays will be compensated at an hourly rate x 24 hours in addition to regular pay for that day. All Holiday compensation is subject to pension withholding. If an employee calls in sick on a holiday, the employee will not receive holiday pay for the holiday. This does not apply to an employee on designated FMLA leave.
- 18.3** A Firefighter who is called back on a defined Holiday for any form of overtime duty shall be compensated at his/her overtime rate. Such overtime will be minimum pay of two (2) hours irrespective of the time actually worked.
- 18.4** For each Holiday that occurs on a day off, a Firefighter will be compensated at the Firefighter's respective hourly rate x 24 hours. All Holiday compensation is subject to pension withholding.
- 18.5** A Firefighter also shall be entitled to personal leave time equivalent to two (2) regular working shifts each year to be mutually scheduled by the Firefighter and the Fire Chief or designated representative. Firefighters may accrue a maximum of ninety-six (96) hours of personal leave time. Any Firefighter who has accumulated in excess of the maximum number of hours on April 30 of each calendar year will be compensated for each hour in excess of the maximum

times his/her hourly rate as of April 30, and that amount will be added to the Firefighter's first paycheck in May. During the first year of the Firefighter's employment, the leave will be pro-rated based upon the number of months the Firefighter has been employed prior to the November 1 following the date of hire.

- 18.6** A Probationary Firefighter working a modified shift schedule shall be entitled to personal leave of twenty-four (24) hours each year to be mutually scheduled by the Probationary Firefighter and the fire chief or designated representative.
- 18.7** Each Firefighter shall be allowed to use not more than twenty-four (24) hours of his/her personal leave (or twelve (12) hours for a Probationary Firefighter working a modified scheduled 40 hour work-week) each contract year to be relieved from duty to provide for emergencies that may arise at any time. Emergency leave may be used in any time increment, but Firefighters are allowed a maximum of six (6) emergency leave occurrences per contract year.
- 18.8** A Firefighter will be paid 100% of accumulated and unused personal days upon separation with the City.

18.9 Permissive Waiver:

The Union agrees that for the term of this May 1, 2024 to April 30, 2027 agreement, it will waive any rights it may have under the Illinois Paid Leave for All Workers Act in favor of the terms of referenced in this agreement.

ARTICLE NINETEEN

VACATIONS:

19.1 Until December 31st, 2024 All 24/48 shift firefighters are eligible for annual vacations according to the following schedule:

Step #1: Probationary Employees shall be entitled to three (3) duty days of vacation, with pay, after one year of service.

Step #2: After two (2) years of accredited service, each Firefighter shall be entitled to six (6) duty days of vacation, with pay.

Step #3: After five (5) years of accredited service, each Firefighter shall be entitled to nine (9) duty days of vacation, with pay.

Step #4: After ten (10) years of accredited service, each Firefighter shall be entitled to twelve (12) duty days of vacation, with pay.

Step #5: After fifteen (15) years of accredited service, each Firefighter shall be entitled to fifteen (15) duty days of vacation with pay.

19.1.1 Effective January 1st, 2025 all 24/72 shift firefighters are eligible for annual vacations according to the following schedule:

Step #1: Probationary Employees shall be entitled to three (3) duty days of vacation, with pay, after one year of service.

Step #2: After two (2) years of accredited service, each Firefighter shall be entitled to four (4) duty days of vacation, with pay.

Step #3: After five (5) years of accredited service, each Firefighter shall be entitled to six (6) duty days of vacation, with pay.

Step #4: After ten (10) years of accredited service, each Firefighter shall be entitled to nine (9) duty days of vacation, with pay.

Step #5: After fifteen (15) years of accredited service, each Firefighter shall be entitled twelve (12) duty days of vacation with pay.

19.2 Probationary Firefighters working modified schedule of 40 hours per week are eligible for annual vacations according to the following schedule:

Step #1: Probationary Firefighters working modified shift of forty-hours per week shall be entitled to 40 hours of vacation with pay after one (1) year of service.

Step #2: After two (2) years of accredited service, Probationary Firefighters working modified shift schedule of forty-hours per week shall be entitled to 80 hours of vacation with pay.

19.3 For the purpose of Section Nineteen (19), “accredited service” shall mean the total years actually served within the Edwardsville Fire Department as a full-time career Firefighter, whether continuous or not, but shall not include any time served within any other department of the City.

19.4 SCHEDULING OF VACATIONS:

A. Bumping of already scheduled vacations shall not be allowed.

B. The calendar will start with the most senior Firefighter and will be passed along in order of seniority. The first round of vacation scheduling will comply with the following steps:

1. Until December 31st, 2024:

Step #5 will have 1st choice of 9 duty days.

Step #4 will have 1st choice of 6 duty days.

Step #3 will have 1st choice of 6 duty days.

Step #2 will have 1st choice of 3 duty days.

Step #1 will choose his/her 3 duty days.

2. Effective January 1st, 2025:

Step #5 will have 1st choice of six (6) duty days.

Step #4 will have 1st choice of five (5) duty days.

Step #3 will have 1st choice of three (3) duty days.

Step #2 will have 1st choice of two (2) duty days.

Step #1 will choose his/her two (2) duty days.

- C. The second round of vacation selections will also start with the senior firefighter and passed along in order of Seniority. On the second round each Firefighter will select the remainder of such Firefighter's allocated vacation days.
- D. All vacations shall be on a calendar year basis (1 January through 31 December). The scheduling shall be subject to the approval of the Fire Chief. The Fire Chief shall require that vacation scheduling is started on 1 October of each year for the following year vacations and completed by 1 December, unless mutually agreed by the Union and management. The Firefighter's choice of scheduling shall not be unreasonably withheld.
- E. Two (2) Firefighters per shift may be allowed on vacation at any given time, provided there is no existing emergency. For the purpose of this Article, an emergency shall be defined as any time the staffing of a shift is less than four (4) Firefighters due to injury or illness. In the case of an emergency, the Fire Chief, by his/her vested and statutory rights, may declare an emergency and cancel a Firefighter's vacation. No vacation shall be longer than four (4) consecutive duty days, or five (5) consecutive duty days including an "Extra Day". A Firefighter whose vacation is canceled by the Fire Chief shall reschedule such Firefighters vacation(s) during the remainder of the calendar year. If rescheduling is not possible during the remainder of the calendar year, the Firefighter shall have the choice of compensation with pay for each day of vacation canceled, or the Firefighter may choose to reschedule the vacation during the following calendar year. Compensation with pay will

be based on the Firefighter's hourly rate times twenty-four (24) hours for each day of canceled vacation. Vacation to be rescheduled in the next calendar year will be rescheduled only after all rounds of vacation selection have been completed and approved.

- 19.5** After reaching any of the steps of service as defined in Sections 19.1 and 19.2, the Firefighter will be entitled to the additional duty days of vacation during that calendar year in which such step is reached. A Probationary Firefighter working modified shift of 40-hours per week will be entitled to the additional full week of vacation during that calendar year in which such step is reached.
- 19.6** Upon separation of employment with the City, a Firefighter will be paid 100% of his/her accumulated and unused vacation time.

ARTICLE TWENTY

INSURANCE:

20.1 Hospital Insurance: The City of Edwardsville’s advisory Hospital Insurance Committee shall consist of two (2) Firefighters and others representing the respective employee groups and the elected officials. This Hospital Insurance Committee shall recommend one (1) hospital insurance program for all City employees, and it shall be their duty to meet at least once each year to review such insurance plan and revise it as necessary to be certain that all city employees have the best plan available for the money invested. Such recommendations shall be presented to the City Council for its consideration. The establishment of such hospital insurance plan shall be on recommendation of the Hospital Insurance Committee, and the goal for its establishment has been completed and shall be maintained.

The City shall pay 100% of the cost of the employee's hospitalization insurance. If the employee elects to carry coverage for a family, the City will pay 75% of the cost with the employee paying 25% of the cost. The City will then subtract the amount of the single employee cost from the total the employee must pay for the family coverage.

Any employee laid off due to lack of work and covered by hospitalization may pay 100% of the premium to the City to maintain coverage for a period not to exceed twenty-four (24) months from the day of layoff, subject to the approval of the insurance carrier.

20.2 Liability Insurance: The City shall carry adequate insurance coverage to protect both the City and the members of the Department from civil suits resulting from acts of Firefighters while in the performance of their duties.

20.3 In the event of the implementation of a national health insurance plan, the current health insurance coverage provided under the collective bargaining agreement will in no manner be diminished or negatively adjusted.

ARTICLE TWENTY-ONE

UNIFORM AND EQUIPMENT:

21.1 The City agrees to furnish to all Firefighters all uniforms, accessories and equipment required by their Department upon notification of employment on an initial issue basis. All equipment will meet or exceed The National Fire Protection Association (“N.F.P.A.”) Standards. Required uniform, accessories and equipment are as listed below.

UNIFORMS:

- 10 Shirts
- 6 Trousers
- 1 winter Coat
- 1 Uniform Sweatshirt*
- 10 Uniform “T” shirts*
- 2 Fire Department Badges
- 2 Uniform Name Plates
- 12 Left Shoulder Patches
- 12 Right Shoulder Patches
- 1 Uniform Style Baseball Cap
- 1 Uniform Style Watch Cap
- 1 Pair Leather Gloves
- 1 Pair Duty Boots
- 1 Belt

* The Fire Chief or a designee will determine the style and color of the uniform “T” shirt and sweatshirt.

EQUIPMENT:

- 2 Flashlights
- 2 Bunker Coats
- 2 Pair Bunker Pants and Bunker Boots
- 2 Helmets, shields, and straps
- 2 Pair Prescription SCBA Safety Glasses (when needed)
- 1 SCBA Masks (appropriately fitted)
- 2 Pair Structural Firefighting Gloves
- 2 Pair Overhaul / Extrication Gloves
- 2 Firefighting Hoods

- 21.2** It is agreed that an order for Probationary Firefighters shall be placed within the first year of employment for a complete issue of equipment, uniform and accessories as listed above; provided further that if said Firefighter to complete obligations in Section 4.3, or does not complete the required probationary period, the equipment shall be returned to the City.
- 21.3** Each Firefighter will receive a clothing and cleaning allowance of \$850 payable annually on the first payday of each calendar year that is on or after the first day of January. During the first 12 months of a Probationary Firefighter’s employment, the clothing and cleaning allowance pay will be pro-rated based upon the number of months the Probationary Firefighter has been employed prior to the annual clothing allowance disbursement.
- 21.4** The City will replace any equipment and uniforms listed in Article 21.1 that is damaged in the line of duty. The City also agrees to provide for the reasonable and functional replacement of items of personal property that are damaged in the line of duty not to exceed \$100.00 per item.
- 21.5** It is further agreed that shoulder patches shall be replaced as needed at the discretion of the Fire Chief upon the Firefighter’s turning in damaged shoulder patches to the Fire Chief.

- 21.6** The Fire Chief shall have the discretion to require at regular intervals an inspection of all required equipment and shall have authority to require Firefighters to provide the above named required equipment.
- 21.7** It is further agreed that upon termination, for whatever cause or retirement, said Firefighter shall return all uniforms, accessories, or equipment to the Chief.

ARTICLE TWENTY-TWO

PHYSICAL EXAMINATION AND DRUG TESTING:

22.1 OBJECTIVES

The Parties agree to establish a program of annual physical examination to insure the health and well-being of the Firefighters. The Parties agree that it is of the highest importance and concern that Firefighters be able to exercise sound judgment and properly perform their duties for the protection and safety of themselves, their fellow employees, and the public; yet, each Party desires to take reasonable steps to insure that the rights of both the employees and citizens are properly recognized and protected. It is not the intention of Parties to violate any established rights of its employees. The parties desire to encourage rehabilitation of employees who are medically identified as alcohol or drug abusers so that, in the appropriate cases, such employees may continue or resume employment.

22.2 ANNUAL PHYSICAL EXAMINATIONS

The Parties agree that a program of annual physical examinations shall be established for each Firefighter.

PROCEDURES FOR EXAMINATIONS:

- A. The annual physical examination shall be conducted by a licensed physician selected by the City.
- B. Physical examinations shall be conducted at the City's expense and, to the extent possible, using on-duty hours for the process.
- C. The annual physical examination shall include the following procedures and tests:

1. Basic physical examination by the physician, which may include a non-drug/alcohol urinalysis test.
 2. Basic EKG.
 3. Two view chest x-ray (posterior-anterior, lateral) in the fifth year of employment and every 5 years thereafter unless otherwise medically indicated.
 4. Basic blood chemistry screenings (complete chemistry including all electrolytes and liver function studies).
 5. Beginning at age 40, male uniformed personnel shall have Prostate-specific antigen (PSA) tests annually if they are at risk through family history of prostate cancer or of African-American heritage. All other male uniformed personnel shall have annual PSA's beginning at age 50.
- D. When a medical problem is indicated as a result of the physical examination and the employee is determined by the physician to be unfit for duty, then either the employee or the employer may request a second examination by their own physician at their own expense. The City shall not take any adverse action against the employee because of the finding that such Firefighter is unfit for duty until, after written receipt of the second medical opinion. If there is a disagreement between the two physicians as to whether the employee is or is not fit for duty, the matter will be considered grievable and, if grieved, shall skip the initial three steps and proceed directly to the arbitration provisions of the grievance process as set forth in Article Thirteen (13). For the purpose of the provision, the receipt by the employee of notice of adverse action by the City, following its receipt of the second physician's opinion, shall be substituted for receipt of the step 3 response referenced in the arbitration paragraph of Article Thirteen (13).
- E. Employees shall be notified at least seven (7) days in advance of their physical examination date.
- F. All medical information shall remain confidential between the employee and physician(s) with the Employer to receive a statement from the physician(s) as to the ability or inability

of the employee to perform his/her duties. In the event of a grievance, hearing, or litigation between the employee and Employer regarding the employee's fitness for work, then the Employer shall be entitled to relevant medical information. Nothing in this Agreement is to be construed as a limitation on the Employer's right to require medical examinations at the Employer's expense if employees are returning from medical leave of absence or worker's compensation leave of absence. The scope of such medical examinations following medical leave of absence or worker's compensation leave of absence shall not exceed that which is set forth in this Agreement.

22.3 EYE EXAMINATION

The City shall pay for eye examinations as required or needed. The City shall pay for any new eye wear as may be required by prescription changes or non-negligent damages in the line of duty to the extent of \$200.00 per calendar year.

Upon making any claim for this benefit, the Firefighter shall first provide evidence to the employer's designated representative that such Firefighter has first made claim for any eligible reimbursement or other cost coverage through any existing vision plan provided by the employer. No reimbursement shall be made to the employee until the employee has exhausted all available employer provided insurance benefits.

22.4 DRUGS AND ALCOHOL ABUSE

A. General Policy:

The use of illegal drugs and the abuse of legal drugs and alcohol by the members of the Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the Firefighters who serve to protect them obey the law and be fit and free from the adverse effects of drugs and alcohol abuse. In the interest of having Firefighters who are fully fit, capable of performing their jobs, and for the safety and well-being of employees and residents, the Parties agree

to establish a program that will allow the City to take necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol. The City has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are fully capable and fit to perform their jobs at all times. For these reasons, the abuse of prescribed or over-the-counter drugs, the abuse of alcohol, or the use, possession, sale or transfer of illegal drugs, cannabis, or non-prescribed controlled substances by employees is strictly prohibited on duty. Violation of these policies may result in disciplinary action up to and including discharge.

B. Definitions:

1. *Drugs:* The term “drug” shall mean any controlled substance listed in 720 ILCS 570 known as the Illinois Controlled Substance Act for which the person tested does not submit a valid, pre-dated prescription. The term “drug” includes abused prescription and over-the-counter medications, alcohol and illegal drugs of abuse. In addition, it includes “designer drugs” which may not be listed in the Illinois Controlled Substance Act but which adversely affect perception, judgment, memory or coordination. A listing of drugs covered by this policy includes, but is not limited to:

Opium	Methaqualon	Psilcybin-Psilocin	Morphine
Tranquilizers	MDA	Codeine	Cocaine
PCP	Heroin	Amphetamines	Chloral Hydrates
Meperidine	Phenmetrazine	Methylphenidate	Marijuana
LSD	Hash	Barbituates	Mescaline
Hash Oil	Glutethimide	Steriods	

2. *Impairment:* “Impairment” due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be

presumed. “Impairment” due to alcohol shall be presumed when a blood alcohol content of .04 or more is measured.

3. *Positive Test Results:* “Positive test results” shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive but the confirming test is negative, the test result will be deemed negative and no action will be taken. A positive confirming test result is one where the confirmed specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentrations specified in the Substance Abuse and Mental Health Services Administration (SAMHSA) standards as referenced elsewhere in this Article.
 4. *Drug Abuse:* The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed or the abuse of a legally prescribed or over-the-counter drug or the abuse of alcohol, which results in impairment.
 5. *Reasonable Suspicion:* The standard to determine when a drug or alcohol test may be ordered and the Employee may be required to report for testing.
- C. *Prohibitions:* Firefighters shall be prohibited from:
1. Consuming or possessing alcohol or illegal drugs at any time while on duty and/or while on any of the Employer’s premises or job sites, including all the Employer’s buildings, properties, vehicles and the Firefighter’s personal vehicle while engaged in the business of the Employer;
 2. Using, selling, purchasing or delivering any illegal drugs while on duty or when off duty;
 3. Being impaired due to drugs while on duty;

4. Failing to report to their supervisor any known adverse side effects or any medication, including over-the-counter medications or prescription drug(s), which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

D. Administration of Tests:

All current Firefighters will be given a copy of the Drug and Alcohol Testing policy upon execution of this Agreement.

All newly hired Firefighters will be provided with a copy at the start of their employment.

E. When a Test May Be Compelled:

1. There shall be no random, across-the-board, or routine drug testing of Firefighters, except as part of individual treatment and/or after care.
2. Where there is reasonable suspicion to believe that a Firefighter is impaired due to being under the influence of drugs or alcohol while on duty, that Firefighter may be required to report for drug/alcohol testing by the City Administrator, the Fire Chief, the Deputy Fire Chief, or Fire Captains. At the time the Firefighter is ordered to submit to testing, the City shall contact the Union Representative so that he/she may be present. If the designated Union representative is unable to be reached for one (1) hour after reasonable attempts to contact the representative have been made, the Employee may be tested without Union representation. In the event a bargaining unit member (Captain or Lieutenant) is the individual ordering the test, a Union Representative must be present.
3. Refusal of A Firefighter to comply with the order for a drug/alcohol screening will be considered a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

4. It is understood that drug and alcohol test may be required under the following conditions:
 - a. When a Firefighter has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
 - b. When a Firefighter is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
 - c. When a Firefighter is involved in an on-the-job accident where there is reasonable suspicion of illegal drug use or alcohol abuse; or
 - d. Where a Firefighter has experienced excessive absenteeism or tardiness under circumstances giving rise to reasonable suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances that may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

F. Reasonable Suspicion:

Reasonable suspicion exists if the facts and circumstances warrant rational inference(s) that a Firefighter is using and/or is physically or mentally impaired due to being under the influence of drugs or alcohol. Reasonable suspicion will be based upon the following:

1. Observed phenomena such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances; or
2. Information provided by an identifiable third party which is independently corroborated by an investigation by the Fire Chief or a designee to determine the reliability or validity of the allegation.

G. Order to Submit to Testing:

At the time a Firefighter is ordered to submit to testing required by the Agreement, the City shall promptly provide the Firefighter with the reasons for the order. A written notice setting forth all of the objective facts that formed the basis of the order to test will be provided in a reasonable time period following the order. The Firefighter shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the Firefighter shall be conducted that is not consistent with the “Fireman’s Disciplinary Act”. A refusal to submit to such testing may subject the Employee to discipline, but the Employee’s taking of the test shall not be construed as a waiver of any objection or rights such Firefighter may have. When testing is ordered, the Firefighter will be removed from duty and placed on leave with pay pending the receipt of the results.

The City shall pay 100% of the Employee Assistance Program (“EAP”), but if further treatment is necessary, coverage or lack of coverage will be determined by the Firefighter’s individual health plan. If it becomes necessary for the City to eliminate the EAP, the drug testing policy required by this Agreement is terminated.

H. Conduct of Tests:

The City may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer), the City shall:

1. Use only a clinical laboratory or hospital facility that is appropriately licensed and that has been, or is capable of being, accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA).
2. Ensure that the laboratory selected conforms to all SAMHSA standards, including blind testing.
3. Use tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum twelve (12) months.

4. Collect a sufficient sample of the same bodily fluid or material from a Firefighter to allow for initial screening, a Confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the Firefighter.
 5. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
 6. Confirm any sample that tests positive in the initial screening of drugs 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.
 7. Provide each Firefighter tested with a copy of all information and reports received by the City in connection with the testing and the results.
 8. Ensure that no Firefighter is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during the pending of any testing procedures. Any such reassignment of relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the Firefighter's personnel files.
 9. Require that the laboratory report to the City that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. In the event the City obtains information concerning testing or results thereof inconsistently with the provisions of this Article Twenty-Two (22), then such information shall be removed from the Firefighter's personnel file and may not be used by the City for any reason which should adversely affect an Employee's conditions of employment.
- I. Prohibited Levels:
1. Controlled Substances. A positive test result of any detectable amount of a controlled substance, other than as provided herein, is a prohibited level. A positive test result means a finding of the presence of drugs or their metabolites in the sample tested at or above those levels established by the Substance Abuse and Mental Health Services

Administration (SAMHSA) at the time the test is made. Positive cut-off levels used for drug screen testing will be in compliance with SAMHSA guidelines.

The foregoing standards for prohibited levels shall not preclude the Employer from attempting to show that test results below said levels demonstrate that the Firefighter was impaired, but the Employer shall bear the burden of proof in such cases.

2. Alcohol. For the purpose of determining whether the Firefighter is under the influence of alcohol, test results that show an alcohol concentration of 0.04 or more based upon the grams of alcohol per 100 milliliters of blood should be considered positive. The foregoing standard shall not preclude the Employer from attempting to show that test results below said level demonstrate that the Firefighter was impaired, but the Employer shall bear the burden of proof in such cases.

Any Firefighter whose alcohol screen test results are between 0.03 to 0.039 percent blood alcohol shall be immediately released from duty and sent home. The Firefighter shall be allowed the use of accrued time (vacation leave or personal leave) to cover the absence for that workday. The Firefighter will not be eligible for call-out for a 24 hour period after being released. If the Firefighter would have such test results on a subsequent occasion within twelve (12) months, that Firefighter would be subject to discipline, as provided under Section L below, as if the Firefighter had tested positive to being under the influence of alcohol.

J. Right to Consent:

The Union and/or Firefighter, with or without the Union, shall have the right to file a grievance concerning any drug or alcohol testing authorized by this Agreement, except as otherwise provided in this Article.

K. Voluntary Requests for Assistance:

The City shall take no adverse employment action against any Firefighter because such Firefighter voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the Firefighter is found to be using illegal drugs or under the influence of drugs or alcohol. If the Firefighter is then unfit for duty in the current assignment, the City may authorize sick leave or in consultation with the Fire Chief another assignment within the Department, if it is available, in which the Firefighter is qualified and/or is able to perform. The City shall make available through its Employee Assistance Program (EAP) a means by which the Firefighter may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, Firefighters shall be allowed to use accumulated sick leave, vacation time, and/or compensable time accumulated, and/or be placed on unpaid leave pending completion of treatment. For the purpose of this Article Twenty-Two (22), the use of accumulated sick leave shall only be afforded to a Firefighter once during their respective tenure.

L. Disciplinary Action for Confirmed Positive Test Results:

1. *First Positive:* The first confirmed positive test result will be cause for disciplinary action up to and including a five (5) calendar day disciplinary suspension. The Firefighter must agree to the following conditions:
 - a. The Firefighter will be mandatory referred to the EAP for evaluation, diagnosis and development of a rehabilitation treatment plan with generally accepted standards; and
 - b. The Firefighter will be required to cooperate in the rehabilitation plan, undergo unannounced periodic drug and alcohol screening for a period of up to twelve (12) months following the first confirmed positive test, successfully complete a prescribed rehabilitation, remain free of drug and alcohol use and sign an agreement consenting to these conditions.

Failure to comply with these conditions on continued employment shall be cause for discharge. Any Firefighter who does not test positive after the first instance for a period of five (5) years or more shall be considered at the first positive level for any subsequent positive test.

2. *Second Positive:* During rehabilitation treatment, if a Firefighter has a first confirmed positive test and enters a rehabilitation program, and thereafter while that Firefighter is in rehabilitation that Firefighter has a subsequent confirmed positive test as a result of an unannounced periodic drug and/or alcohol screening, the Firefighter shall receive a thirty (30) calendar day disciplinary suspension and shall be required to continue in rehabilitation and comply with the other conditions of rehabilitation set forth in the preceding paragraph. This thirty (30) calendar day disciplinary suspension shall be final and binding on the Union and the Firefighter and shall not be subject to the grievance procedure set forth in Article Thirteen (13). Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the Firefighters discharge which shall be final and binding on the Union and the Firefighter, and the penalty shall not be subject to the grievance procedure in Article Thirteen (13).
3. *Second Positive - Reasonable Suspicion:* A Firefighter who has a first confirmed positive test under paragraph L, Section 1 above and who subsequently has a confirmed positive test under the reasonable suspicion standard shall be discharged, discharge shall be final and binding on the Union and the Firefighter, and the penalty shall not be subject to the grievance procedure in Article Thirteen.
4. *Employment Status:* There may be no requirement on the part of the Employer to keep a Firefighter on active employment status who is receiving rehabilitation treatment under this Section if it is appropriately determined (i.e. determination by an independent physical and/or appropriately certified medical and/or psychological

professional) that the Employee's current use of alcohol or drugs prevents such individual Firefighter from performing their applicable duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such Firefighter shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment. The Employer shall be reasonable in its application of this provision and this application shall be consistent with the recommendations of the appropriate above noted medical professional.

5. *Discipline:* This section shall in no way limit discipline for the other offenses arising out of, related to or aggravated by drug use or abuse, including but not limited to discipline or discharge because the Firefighter's posed or cause any threat to the health and safety of himself/herself or other, or because the Firefighter caused damage to property; nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during working hours or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of related to or aggravated by drug use or abuse, the discipline imposed shall be based on the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to life, limb or property).

M. Confidentiality of Test Results:

The results of drug and alcohol tests will be disclosed to the Firefighter tested, the Fire Chief, the City's Director of Human Resources, the President of the Union (only in the case of a positive test) and such other officials to be mutually agreed to by the Firefighter and the Parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. A Firefighter whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

ARTICLE TWENTY-THREE

WELLNESS-FITNESS PROGRAM:

- 23.1** It is hereby agreed that members of the Department covered by this Agreement shall participate in the Fire Service Joint Labor Management Wellness-Fitness Initiative (hereinafter referred to as the “Initiative”) as adopted by the International Association of Firefighters (IAFF) and the International Association of Fire Chiefs (IAFC).
- 23.2** Participation in the Initiative is mandatory by all Firefighters subject to and /or benefiting from the terms of this Agreement.
- 23.3** The main components of the Initiative include the following: The Medical Component, Fitness Component, Medical/Fitness/Injury Rehabilitation Component, Behavioral Health Component, and the Data Collection and Reporting Component.

Note: Except for data collected and maintained by the designated department physician or a Firefighter’s personal physician as same may be necessary for the healthcare of the Firefighter, it is hereby agreed that formal data collection for general statistical purposes, as suggested by the “Data Collection and Reporting Component” of the Initiative, is hereby waived.

23.4 MEDICAL COMPONENT

- A. It is hereby agreed that the City shall select and designate a licensed physician as the Fire Department’s Medical Officer. Said designee shall conduct the annual medical exams as set forth by the Initiative.
- B. The medical exam shall be based on the Medical Component as set forth by the Initiative.

- C. Nothing herein is intended to prevent the participants from having a medical exam conducted by their personal physician in addition to the exam performed by the Department's Medical Officer. However, the Medical Officer is not obligated to maintain results of exams conducted by personal physicians.
- D. The exams considered part of the Initiative shall be completed by each Firefighter within a "window" of one month before or after the annual due date. The medical history questionnaire required as part of the Initiative shall be approved by the Medical Officer, completed by each Firefighter and made available to the Medical Officer record keeping purposes. Subsequent questionnaires may be necessary to ensure that current information is available to the Medical Officer.

23.5 FITNESS COMPONENT

- A. All Firefighters in the Initiative shall first obtain a medical clearance from the Medical Officer.
- B. It is recommended that each Firefighter dedicate sixty (60) to ninety (90) minutes every third day to an approved exercise regimen. While nothing herein obligates the Employer to furnish on-duty time to the completion of the recommended frequency of the exercise program, the Employer hereby agrees to make every reasonable effort in cooperation with the Union to make on-duty time available to participants in the Initiative.
- C. The Union hereby agrees for purposes of this provision only (unless indicated otherwise in separate sections of this agreement) to consider full staffing as stated in 17.5 B of this agreement.
- D. The City hereby agrees to provide at no cost to each Firefighter access to a training/fitness center with adequate equipment and facilities for a total and balanced exercise program. Access to the center will be available to the participants as indicated above. Any training/fitness center located at the fire stations within the City of Edwardsville shall be restricted to use by Firefighter and public safety personnel only.
- E. The City shall select a qualified fitness trainer (i.e. exercise specialist) who shall be reasonably familiar with the Initiative. The fitness trainer shall be available at the City's

- expense to meet and confer with firefighters once each month (i.e. approximately 30 day intervals) or more often as determined by the fitness trainer and the Fire Chief.
- F. The Fire Chief, a designee selected by the Union, the Medical Officer and the Fitness Trainer shall serve as the Fitness Committee for the purposes of the Initiative. The charge of the Fitness Committee shall be to resolve any disputes regarding the availability of appropriate training and exercise equipment or the established regimens.
 - G. The need for “peer fitness trainers” as mentioned in the Initiative is hereby waived.

23.6 FITNESS EVALUATION

- A. All Firefighters shall subject themselves to a mandatory, annual, non-punitive and confidential fitness assessment following medical clearance. The assessment shall be conducted at a hospital or occupational health clinic unless circumstances warrant a location change. Under such circumstances, the Parties shall agree on the alternate site for such evaluations.
- B. It shall be noted that there is no particular standard in place. However, each Firefighter is expected to improve or maintain, up to their individual medically assessed potential, with an assessment and personal participation in the exercise program.

23.7 INJURY/FITNESS/MEDICAL REHABILITATION

- A. The City recognizes the need for rehabilitation and rehabilitation services. Statutory programs and local policies (including Workers’ Compensation laws and the availability of insurance policies) are recognized as key to rehabilitative services. The City agrees to provide physical therapy services subject to the provisions and coverage limitations of Workers’ Compensation insurance or group health insurance policies, whichever is applicable. Moreover, the Parties hereby recognize the availability of the aforementioned Fitness Committee (including the Medical Officer and the Fitness Trainer) as established herein.
- B. The availability of “light” or “limited” duty service is also recognized herein.

- C. The Union hereby agrees to support reasonable safety programs and practices for the fire and emergency medical services.
- D. The Employee Safety Committee of City government shall serve as the Injury Prevention Committee as established by the Initiative. However, nothing herein shall prevent the Union from establishing such a committee within their own ranks, but outside the obligations and responsibilities of the City.

23.8 BEHAVIORAL HEALTH

- A. The City herewith agrees to continue an Employee Assistance Program (EAP) intended to provide evaluation and counseling regarding matters of stress, alcohol abuse, financial problems, family problems, substance abuse, controversial departmental matters, weight management, and tobacco abuse. The EAP shall be available to the Firefighters and members of the Firefighters' immediate families.

23.9 MISCELLANEOUS

- A. It is herewith understood that medical practice standards may be used when results indicate that lifesaving intervention is required.
- B. Nothing herein is intended to prevent the Medical Officer or other qualified physician from determining and officially stating that a Firefighter is unable to perform the duties of a Firefighter and/or emergency medical technician. Any employee so classified shall be placed on "disability suspension" with pay by the Fire Chief, subject to the use and exhaustion of accrued leave and other benefits, and the right to utilize the Initiative to improve themselves and hopefully establish a clearance to return to duty. However, use of the Initiative shall be limited to that period of time when the Firefighter remains on the regular payroll of the Department (not to include disability pension pay).
- C. Firefighters shall make claims against personal health insurance for relevant elements of the Initiative when reasonable and appropriate. The City shall assume all costs not covered by insurance regarding physical examinations and assessments.

ARTICLE TWENTY-FOUR

SICK LEAVE:

24.1 Probationary Firefighters - A probationary firefighter shall receive a maximum of one hundred sixty-eight (168) hours of sick leave with pay per calendar year. A bank of sick leave hours will be established for newly hired Probationary Firefighters. This bank of hours will be calculated by pro-rating the remainder of the year, based on their respective hire date. Newly hired Probationary Firefighters will receive sick leave hours from this bank on a monthly basis, on the first day of the month, at a rate of fourteen (14) sick leave hours, with pay, per month beginning immediately upon employment. Newly hired Probationary Firefighters who require additional sick leave above and beyond the fourteen (14) sick leave hours per month may, during their probationary period only, borrow against the bank of hours established upon their hiring, with the understanding that the hours will be paid back as they are received on a monthly basis.

24.2 Tier 1 for Employees Hired Before May 1, 2017

Firefighters and Fire Officers shall receive 20 hours of sick leave, with pay, per month on the first day of every month. Such sick leave may be accumulated to a total accumulation of seven hundred twenty (720) hours. After reaching seven hundred twenty (720) hours accumulated, each Firefighter will be allowed to bank an additional seventy hundred twenty (720) hours. The additional days will be used once a Firefighter's primary sick leave bank has been exhausted.

Tier 2 for Employees Hired On or After May 1, 2017

Firefighters and Fire Officers shall receive twenty (20) hours of sick leave, with pay, per month on the first day of every month. Such sick leave may be accumulated to a total accumulation of four hundred eighty (480) hours. After reaching four hundred eighty (480) hours accumulated, each Firefighter will be allowed to bank an additional four hundred eighty (480) hours. The additional days will be used once a Firefighter's primary sick leave bank has been exhausted.

24.3 If a Probationary Firefighter is working modified schedule Monday-Friday there will be no conversion of sick leave hours previously earned by the Probationary Firefighter if said Probationary Firefighter was placed on 24/48 (Effective 01/01/2025 24/72) hour schedule. Probationary Firefighter working modified schedule Monday-Friday shall receive 7 hours of sick leave, with pay, per month on the first day of every month. When the Probationary Firefighter working modified schedule Monday-Friday is assigned to a 24/48 (Effective 01/01/2025 24/72) hour schedule, the accumulated sick leave hours earned at the 40 hour probationary firefighter rate will be multiplied by a factor of 2.

24.4 Upon termination of employment for cause, a Firefighter will not be paid any accumulated and unused sick leave.

Upon voluntary separation or involuntary layoff from employment, a Firefighter will receive a percentage of accrued and unused sick leave pay, up to a maximum of seven hundred twenty (720) hours for Sick Leave Tier 1 employees and up to a maximum of four hundred eight (480) hours for Sick Leave Tier 2 employees, based on the following scale:

After 5 years of full-time continuous service	50%
After 10 years of full-time continuous service	70%
After 15 years of full-time continuous service	85%
After 20 years of full-time continuous service	100%

Nothing in this Article Twenty-Four (24) will be construed to entitle a Sick Leave Tier 1 Firefighter to be paid for the seven hundred twenty (720) additional accumulated sick hours

or a Sick Leave Tier 2 Firefighter to be paid for the four hundred eighty (480) additional accumulated sick hours specified in this agreement.

- 24.5** It is further agreed, that whenever any Firefighter employed by the City on a full-time basis suffers any on-the-job injury, such Firefighter shall continue to be paid as before the injury as provided for 5 ILCS 345, 820 ILCS 305/1 of the Illinois Workers Compensation Act, and 5/4 – 110, and 5/22 – 306 of the Illinois Pension Code.

ARTICLE TWENTY-FIVE

SAVINGS CLAUSE:

25.1 In the event any Article, Section, or portion of this agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the Court's decision.

ARTICLE TWENTY-SIX

MANAGEMENT RIGHTS:

26.1 The Union recognizes that any and all rights concerned with the management of the Edwardsville Fire Department and the direction of the working force shall be vested exclusively with the City of Edwardsville and/or the Board of Police and Fire Commissioners. Such rights and responsibilities shall include, but are not limited to, the right to:

- A. Maintain and improve the efficiency and effectiveness of the Edwardsville Fire Department.
- B. Determine the services to be rendered, the operations to be performed, the technology to be utilized or the matters to be budgeted, and the priorities of the same.
- C. Determine the overall methods, means, job classifications or personnel by which the Edwardsville Fire Department is to be conducted.
- D. Direct, supervise, and hire Firefighters.
- E. Suspend, discipline and/or discharge for just and proper cause, transfer, promote, assign schedule, retain and/or lay off Firefighters.
- F. Relieve e Firefighters from duties because of lack of work or funds or under conditions where the Employer determines continued work would be inefficient or non-productive.
- G. Take action to carry out the mission of the Edwardsville Fire Department in situations of emergency.

- H. Adopt rules, regulations, educational programs, safety programs, and any other programs necessary to effectuate the efficient and effective operations of the Edwardsville Fire Department.

- I. The above listed rights shall not limit the Employer's obligation to comply with the terms and provisions of this Agreement in the exercise of the above rights.

ARTICLE TWENTY-SEVEN

NO STRIKE:

27.1 The Union and the Firefighters represented by the Union shall not engage in, nor encourage any engagement in, either directly or indirectly, any strikes, job actions, slowdowns, group illnesses or withdrawal of services against the City. The Union and the Firefighters shall not hinder nor prevent any entrance to or egress from the City's Fire Stations or any public buildings.

ARTICLE TWENTY-EIGHT

DISCIPLINE:

- 28.1** The City hereby recognizes 50 ILCS 745 which sets forth certain rights of Firefighters in disciplinary procedures. The City agrees to abide by the statute. The City also agrees that any Firefighter who receives an oral reprimand, such reprimand is reduced to writing and placed in the Firefighters respective personnel file, such reprimand will be removed from the Firefighters file after two (2) years unless reprimanded for the same violation.
- 28.2** Recorded disciplinary and/or punitive actions of the Board of Fire and Police Commissioners or any court of proper jurisdiction or the actions of an arbitrator selected pursuant to the terms of this Agreement or law shall become part of the Firefighters permanent file and shall not be removed other than by order of a court.

ARTICLE TWENTY-NINE

DURATION CLAUSE:

29.1 This agreement shall be effective as of May 1, 2024, and shall remain in full force and effect until April 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than July 15, 2026 that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin no later than August 15, 2026. This agreement shall remain in full force and effect during negotiations until the parties enter into a successor agreement.

SIGNATURES

CITY OF EDWARDSVILLE, ILLINOIS

EDWARDSVILLE FIREFIGHTERS' LOCAL

By: Art Risavy

BY: Scott Wilfong

Art Risavy
Mayor:

Scott M Wilfong
President Local 1700:

Attest:

Michelle A. Proyer
City Clerk:

April 22, 2024
Date:

APPENDIX

APPENDIX

EDWARDSVILLE FIRE DEPARTMENT

LIGHT DUTY AVAILABILITY

HEALTHCARE PROVIDER CHECKLIST

NOTE TO HEALTHCARE PROVIDER: YOUR PATIENT, BY THE FOLLOWING SIGNATURE, GIVES YOU PERMISSION TO COMPLETE AND RETURN THIS DOCUMENT TO THE CHIEF OF THE EDWARDSVILLE FIRE DEPARTMENT.

PATIENT NAME

PATIENT SIGNATURE

DATE

HEALTHCARE PROVIDER NAME

HEALTHCARE PROVIDER SIGNATURE

DATE

FOLLOWING ARE THE DUTIES THAT YOUR PATIENT MAY BE REQUIRED TO COMPLETE WHILE ON LIGHT DUTY. IF, IN YOUR MEDICAL OPINION, THIS PATIENT CANNOT COMPLETE A SPECIFIC TASK, PLEASE INDICATE BY MARKING THE APPROPRIATE SPACE.

THIS FORM WILL BE RETURNED TO THE CITY OF EDWARDSVILLE FIRE DEPARTMENT IN ADDITION TO ANY STANDARD RELEASE FORM ISSUED BY THE HEALTHCARE PROVIDER.

GENERAL RESTRICTIONS

_____ LIFTING RESTRICTIONS – SPECIFY WEIGHT LIMIT: _____

_____ MOTION RESTRICTIONS (i.e. overhead movements, repetitive motions, twisting, bending, climbing, pushing/pulling)

_____ 24 HOUR SHIFT ASSIGNMENT (all light duty must be 24 hour Shifts as agreed between the City and the Union)

_____ NON-EMERGENT DRIVING RESTRICTIONS OF DEPARTMENT VEHICLES

_____ EMERGENT DRIVING RESTRICTIONS OF DEPARTMENT VEHICLES

If any area above is marked, please explain.

PLEASE INDICATE IF EMPLOYEE MAY “YES” OR MAY NOT “NO” PERFORM AS LISTED BELOW:

STATION DUTIES

YES_____ NO_____ GENERAL INTERIOR/BAY FLOOR MAINTENANCE (i.e. sweep, mop, wax, vacuum, scrub, wash, squeegee)

YES_____ NO_____ GENERAL STATION CLEANING (i.e. wash windows, clean kitchen, bathrooms, trash removal, laundry)

YES_____ NO_____ LAWN MAINTAINANCE (i.e. mowing, raking, trimming)

YES___ NO___ DESK DUTIES (i.e. answer telephones, radio communications, general paperwork, filing documents, computer entry if trained)

YES___ NO___ VEHICLE INVENTORY/MAINTAINANCE (i.e. check all emergency vehicles for proper equipment, wash, wax, ensure lights operate, fluid level/tire pressure checks)

PUBLIC RELATIONS

YES___ NO___ PERFORM HOME SAFETY CHECKS (i.e. check smoke detectors, smoke detector installation, check if windows open, help family prepare emergency escape plans...**could require use of tools and ladders**)

YES___ NO___ PERFORM PRE-FIRE INSPECTIONS (i.e. diagram/observe building layout, document findings...**could require walking, climbing stairs, bending, stooping, and climbing**)

YES___ NO___ MAKE COMMUNITY PRESENTATIONS OF FIRE SAFETY AND EMS.

EMERGENCY RESPONSE

YES___ NO___ FUNCTION ON EMS CALLS (i.e. Patient moving, carrying medical bags/equipment, performing patient treatment...**would require lifting patient/equipment**)

YES___ NO___ FIRE SUPPRESSION (i.e. heavy lifting, pulling, pushing, extreme temperature changes, wear self-contained breathing apparatus, long periods with no rest, intense physical labor)

YES___ NO___ PERFORM NON-HAZARDOUS FIREGROUND DUTIES (i.e. logistics, triage, safety, radio operations)

YES___ NO___ POST FIRE INCIDENT DUTIES (i.e. roll hoses, fire investigation, wash truck, wash hose, ensure all equipment in working order...**would require lifting, climbing, pushing/pulling**)

If any area above is marked “NO”, please explain or add any other comments:

YES____ NO____ ANY OTHER RESTRICTIONS NOT LISTED ABOVE (If “YES”, please list below)

Please list all medications that have been prescribed for this patient.

Date of follow up appointment with Healthcare Provider.

Date patient is expected to return to full duty.

Edwardsville Firefighters Local #1700 Collective Bargaining Agreement – 2024 - 2027

FIREFIGHTERS														
2727 ANNUAL HOURS					2454 ANNUAL HOURS					2080 ANNUAL HOURS				
YEAR	YEAR 1	YEAR 1	YEAR 2	YEAR 3	YEAR	YEAR 1	YEAR 1	YEAR 2	YEAR 3	YEAR	YEAR 1	YEAR 1	YEAR 2	YEAR 3
	5/1/2024-12/31/2024	1/1/2025-4/30/2025	2025-26	2026-27		5/1/2024-12/31/2024	1/1/2025-4/30/2025	2025-26	2026-27		5/1/2024-12/31/2024	1/1/2025-4/30/2025	2025-26	2026-27
	3.00%	3.00%	2.50%	2.50%		3.00%	3.00%	2.50%	2.50%		3.00%	3.00%	2.50%	2.50%
Start	\$27.28	\$30.31	\$31.07	\$31.84	Start	\$35.77	\$35.77	\$36.64	\$37.55	Start	\$35.77	\$35.77	\$36.64	\$37.55
2	\$30.31	\$33.68	\$34.52	\$35.38	2	\$39.73	\$39.73	\$40.72	\$41.73	2	\$39.73	\$39.73	\$40.72	\$41.73
3	\$30.31	\$33.68	\$34.52	\$35.38	3	\$39.73	\$39.73	\$40.72	\$41.73	3	\$39.73	\$39.73	\$40.72	\$41.73
4	\$30.31	\$33.68	\$34.52	\$35.38	4	\$39.73	\$39.73	\$40.72	\$41.73	4	\$39.73	\$39.73	\$40.72	\$41.73
5	\$31.22	\$34.69	\$35.56	\$36.44	5	\$40.92	\$40.92	\$41.94	\$42.98	5	\$40.92	\$40.92	\$41.94	\$42.98
6	\$31.38	\$34.86	\$35.73	\$36.62	6	\$41.13	\$41.13	\$42.15	\$43.20	6	\$41.13	\$41.13	\$42.15	\$43.20
7	\$31.53	\$35.04	\$35.91	\$36.81	7	\$41.33	\$41.33	\$42.36	\$43.41	7	\$41.33	\$41.33	\$42.36	\$43.41
8	\$31.69	\$35.21	\$36.09	\$36.99	8	\$41.54	\$41.54	\$42.57	\$43.63	8	\$41.54	\$41.54	\$42.57	\$43.63
9	\$31.85	\$35.39	\$36.27	\$37.18	9	\$41.75	\$41.75	\$42.79	\$43.85	9	\$41.75	\$41.75	\$42.79	\$43.85
10	\$32.01	\$35.57	\$36.45	\$37.36	10	\$41.96	\$41.96	\$43.00	\$44.07	10	\$41.96	\$41.96	\$43.00	\$44.07
11	\$32.17	\$35.74	\$36.64	\$37.55	11	\$42.17	\$42.17	\$43.22	\$44.29	11	\$42.17	\$42.17	\$43.22	\$44.29
12	\$32.33	\$35.92	\$36.82	\$37.74	12	\$42.38	\$42.38	\$43.43	\$44.51	12	\$42.38	\$42.38	\$43.43	\$44.51
13	\$32.49	\$36.10	\$37.00	\$37.92	13	\$42.59	\$42.59	\$43.65	\$44.73	13	\$42.59	\$42.59	\$43.65	\$44.73
14	\$32.65	\$36.28	\$37.19	\$38.11	14	\$42.80	\$42.80	\$43.87	\$44.96	14	\$42.80	\$42.80	\$43.87	\$44.96
15	\$32.82	\$36.46	\$37.37	\$38.31	15	\$43.01	\$43.01	\$44.09	\$45.18	15	\$43.01	\$43.01	\$44.09	\$45.18
16	\$32.98	\$36.65	\$37.56	\$38.50	16	\$43.23	\$43.23	\$44.31	\$45.41	16	\$43.23	\$43.23	\$44.31	\$45.41
17	\$33.14	\$36.83	\$37.75	\$38.69	17	\$43.45	\$43.45	\$44.53	\$45.63	17	\$43.45	\$43.45	\$44.53	\$45.63
18	\$33.31	\$37.01	\$37.94	\$38.88	18	\$43.66	\$43.66	\$44.75	\$45.86	18	\$43.66	\$43.66	\$44.75	\$45.86
19	\$33.48	\$37.20	\$38.13	\$39.08	19	\$43.88	\$43.88	\$44.97	\$46.09	19	\$43.88	\$43.88	\$44.97	\$46.09
20	\$33.64	\$37.39	\$38.32	\$39.27	20	\$44.10	\$44.10	\$45.20	\$46.32	20	\$44.10	\$44.10	\$45.20	\$46.32
21	\$33.81	\$37.57	\$38.51	\$39.47	21	\$44.32	\$44.32	\$45.43	\$46.55	21	\$44.32	\$44.32	\$45.43	\$46.55
22	\$33.98	\$37.76	\$38.70	\$39.67	22	\$44.54	\$44.54	\$45.65	\$46.79	22	\$44.54	\$44.54	\$45.65	\$46.79
23	\$34.15	\$37.95	\$38.90	\$39.86	23	\$44.77	\$44.77	\$45.88	\$47.02	23	\$44.77	\$44.77	\$45.88	\$47.02
24	\$34.32	\$38.14	\$39.09	\$40.06	24	\$44.99	\$44.99	\$46.11	\$47.25	24	\$44.99	\$44.99	\$46.11	\$47.25
25	\$34.49	\$38.33	\$39.29	\$40.26	25	\$45.21	\$45.21	\$46.34	\$47.49	25	\$45.21	\$45.21	\$46.34	\$47.49
26	\$34.67	\$38.52	\$39.48	\$40.47	26	\$45.44	\$45.44	\$46.57	\$47.73	26	\$45.44	\$45.44	\$46.57	\$47.73
27	\$34.84	\$38.71	\$39.68	\$40.67	27	\$45.67	\$45.67	\$46.81	\$47.97	27	\$45.67	\$45.67	\$46.81	\$47.97
28	\$35.01	\$38.91	\$39.88	\$40.87	28	\$45.90	\$45.90	\$47.04	\$48.21	28	\$45.90	\$45.90	\$47.04	\$48.21
29	\$35.19	\$39.10	\$40.08	\$41.08	29	\$46.13	\$46.13	\$47.27	\$48.45	29	\$46.13	\$46.13	\$47.27	\$48.45
30	\$35.37	\$39.30	\$40.28	\$41.28	30	\$46.36	\$46.36	\$47.51	\$48.69	30	\$46.36	\$46.36	\$47.51	\$48.69
31	\$35.54	\$39.49	\$40.48	\$41.49	31	\$46.59	\$46.59	\$47.75	\$48.93	31	\$46.59	\$46.59	\$47.75	\$48.93
32	\$35.72	\$39.69	\$40.68	\$41.69	32	\$46.82	\$46.82	\$47.99	\$49.18	32	\$46.82	\$46.82	\$47.99	\$49.18
33	\$35.90	\$39.89	\$40.88	\$41.90	33	\$47.05	\$47.05	\$48.23	\$49.42	33	\$47.05	\$47.05	\$48.23	\$49.42
34	\$36.08	\$40.09	\$41.09	\$42.11	34	\$47.29	\$47.29	\$48.47	\$49.67	34	\$47.29	\$47.29	\$48.47	\$49.67
35	\$36.26	\$40.29	\$41.29	\$42.32	35	\$47.53	\$47.53	\$48.71	\$49.92	35	\$47.53	\$47.53	\$48.71	\$49.92

Edwardsville Firefighters Local #1700 Collective Bargaining Agreement – 2024 - 2027

LIEUTENANTS									
2727 ANNUAL HOURS		2454 ANNUAL HOURS			2080 ANNUAL HOURS				
YEAR	YEAR 1	YEAR 1	YEAR 2	YEAR 3	YEAR	YEAR 1	YEAR 1	YEAR 2	YEAR 3
	5/1/2024-12/31/2024	1/1/2025-4/30/2025	2025-26	2026-27		5/1/2024-12/31/2024	1/1/2025-4/30/2025	2025-26	2026-27
	3.00%	3.00%	2.50%	2.50%		3.00%	3.00%	2.50%	2.50%
Start	\$28.65	\$31.83	\$32.63	\$33.44	Start	\$37.56	\$37.56	\$38.48	\$39.44
2	\$31.83	\$35.37	\$36.25	\$37.15	2	\$41.73	\$41.73	\$42.76	\$43.82
3	\$31.83	\$35.37	\$36.25	\$37.15	3	\$41.73	\$41.73	\$42.76	\$43.82
4	\$31.83	\$35.37	\$36.25	\$37.15	4	\$41.73	\$41.73	\$42.76	\$43.82
5	\$32.78	\$36.43	\$37.34	\$38.26	5	\$42.98	\$42.98	\$44.04	\$45.13
6	\$32.95	\$36.61	\$37.52	\$38.46	6	\$43.20	\$43.20	\$44.26	\$45.36
7	\$33.11	\$36.80	\$37.71	\$38.65	7	\$43.41	\$43.41	\$44.48	\$45.59
8	\$33.28	\$36.98	\$37.90	\$38.84	8	\$43.63	\$43.63	\$44.71	\$45.82
9	\$33.45	\$37.17	\$38.09	\$39.04	9	\$43.85	\$43.85	\$44.93	\$46.04
10	\$33.61	\$37.35	\$38.28	\$39.23	10	\$44.07	\$44.07	\$45.15	\$46.27
11	\$33.78	\$37.54	\$38.47	\$39.43	11	\$44.29	\$44.29	\$45.38	\$46.51
12	\$33.95	\$37.73	\$38.66	\$39.62	12	\$44.51	\$44.51	\$45.61	\$46.74
13	\$34.12	\$37.91	\$38.86	\$39.82	13	\$44.73	\$44.73	\$45.84	\$46.97
14	\$34.29	\$38.10	\$39.05	\$40.02	14	\$44.96	\$44.96	\$46.06	\$47.21
15	\$34.46	\$38.29	\$39.25	\$40.22	15	\$45.18	\$45.18	\$46.30	\$47.44
16	\$34.63	\$38.49	\$39.44	\$40.42	16	\$45.41	\$45.41	\$46.53	\$47.68
17	\$34.81	\$38.68	\$39.64	\$40.62	17	\$45.63	\$45.63	\$46.76	\$47.92
18	\$34.98	\$38.87	\$39.84	\$40.83	18	\$45.86	\$45.86	\$46.99	\$48.16
19	\$35.16	\$39.07	\$40.04	\$41.03	19	\$46.09	\$46.09	\$47.23	\$48.40
20	\$35.33	\$39.26	\$40.24	\$41.24	20	\$46.32	\$46.32	\$47.46	\$48.64
21	\$35.51	\$39.46	\$40.44	\$41.44	21	\$46.55	\$46.55	\$47.70	\$48.88
22	\$35.69	\$39.65	\$40.64	\$41.65	22	\$46.79	\$46.79	\$47.94	\$49.13
23	\$35.86	\$39.85	\$40.84	\$41.86	23	\$47.02	\$47.02	\$48.18	\$49.37
24	\$36.04	\$40.05	\$41.05	\$42.07	24	\$47.25	\$47.25	\$48.42	\$49.62
25	\$36.22	\$40.25	\$41.25	\$42.28	25	\$47.49	\$47.49	\$48.66	\$49.87
26	\$36.41	\$40.45	\$41.46	\$42.49	26	\$47.73	\$47.73	\$48.91	\$50.12
27	\$36.59	\$40.66	\$41.67	\$42.70	27	\$47.97	\$47.97	\$49.15	\$50.37
28	\$36.77	\$40.86	\$41.88	\$42.92	28	\$48.21	\$48.21	\$49.40	\$50.62
29	\$36.95	\$41.06	\$42.09	\$43.13	29	\$48.45	\$48.45	\$49.64	\$50.87
30	\$37.14	\$41.27	\$42.30	\$43.35	30	\$48.69	\$48.69	\$49.89	\$51.13
31	\$37.32	\$41.48	\$42.51	\$43.56	31	\$48.93	\$48.93	\$50.14	\$51.38
32	\$37.51	\$41.68	\$42.72	\$43.78	32	\$49.18	\$49.18	\$50.39	\$51.64
33	\$37.70	\$41.89	\$42.93	\$44.00	33	\$49.42	\$49.42	\$50.64	\$51.90
34	\$37.89	\$42.10	\$43.15	\$44.22	34	\$49.67	\$49.67	\$50.90	\$52.16
35	\$38.08	\$42.31	\$43.36	\$44.44	35	\$49.92	\$49.92	\$51.15	\$52.42

Edwardsville Firefighters Local #1700 Collective Bargaining Agreement – 2024 - 2027

CAPTAINS									
2727 ANNUAL HOURS		2454 ANNUAL HOURS			2080 ANNUAL HOURS				
YEAR	YEAR 1	YEAR 1	YEAR 2	YEAR 3	YEAR	YEAR 1	YEAR 1	YEAR 2	YEAR 3
	5/1/2024-12/31/2024	1/1/2025-4/30/2025	2025-26	2026-27		5/1/2024-12/31/2024	1/1/2025-4/30/2025	2025-26	2026-27
	3.00%	3.00%	2.50%	2.50%		3.00%	3.00%	2.50%	2.50%
Start	\$30.01	\$33.35	\$34.17	\$35.03	Start	\$39.34	\$39.34	\$40.31	\$41.31
2	\$33.34	\$37.05	\$37.97	\$38.92	2	\$43.71	\$43.71	\$44.79	\$45.90
3	\$33.34	\$37.05	\$37.97	\$38.92	3	\$43.71	\$43.71	\$44.79	\$45.90
4	\$33.34	\$37.05	\$37.97	\$38.92	4	\$43.71	\$43.71	\$44.79	\$45.90
5	\$34.34	\$38.16	\$39.11	\$40.09	5	\$45.02	\$45.02	\$46.13	\$47.28
6	\$34.51	\$38.35	\$39.30	\$40.29	6	\$45.25	\$45.25	\$46.36	\$47.51
7	\$34.68	\$38.54	\$39.50	\$40.49	7	\$45.47	\$45.47	\$46.60	\$47.75
8	\$34.86	\$38.74	\$39.70	\$40.69	8	\$45.70	\$45.70	\$46.83	\$47.99
9	\$35.03	\$38.93	\$39.90	\$40.90	9	\$45.93	\$45.93	\$47.06	\$48.23
10	\$35.21	\$39.13	\$40.10	\$41.10	10	\$46.16	\$46.16	\$47.30	\$48.47
11	\$35.38	\$39.32	\$40.30	\$41.31	11	\$46.39	\$46.39	\$47.54	\$48.71
12	\$35.56	\$39.52	\$40.50	\$41.51	12	\$46.62	\$46.62	\$47.77	\$48.96
13	\$35.74	\$39.71	\$40.70	\$41.72	13	\$46.85	\$46.85	\$48.01	\$49.20
14	\$35.92	\$39.91	\$40.90	\$41.93	14	\$47.09	\$47.09	\$48.25	\$49.45
15	\$36.10	\$40.11	\$41.11	\$42.14	15	\$47.32	\$47.32	\$48.49	\$49.69
16	\$36.28	\$40.31	\$41.31	\$42.35	16	\$47.56	\$47.56	\$48.74	\$49.94
17	\$36.46	\$40.52	\$41.52	\$42.56	17	\$47.80	\$47.80	\$48.98	\$50.19
18	\$36.64	\$40.72	\$41.73	\$42.77	18	\$48.04	\$48.04	\$49.22	\$50.44
19	\$36.82	\$40.92	\$41.94	\$42.99	19	\$48.28	\$48.28	\$49.47	\$50.70
20	\$37.01	\$41.13	\$42.15	\$43.20	20	\$48.52	\$48.52	\$49.72	\$50.95
21	\$37.19	\$41.33	\$42.36	\$43.42	21	\$48.76	\$48.76	\$49.97	\$51.20
22	\$37.38	\$41.54	\$42.57	\$43.63	22	\$49.01	\$49.01	\$50.22	\$51.46
23	\$37.57	\$41.75	\$42.78	\$43.85	23	\$49.25	\$49.25	\$50.47	\$51.72
24	\$37.75	\$41.95	\$43.00	\$44.07	24	\$49.50	\$49.50	\$50.72	\$51.98
25	\$37.94	\$42.16	\$43.21	\$44.29	25	\$49.74	\$49.74	\$50.97	\$52.24
26	\$38.13	\$42.38	\$43.43	\$44.51	26	\$49.99	\$49.99	\$51.23	\$52.50
27	\$38.32	\$42.59	\$43.64	\$44.74	27	\$50.24	\$50.24	\$51.48	\$52.76
28	\$38.51	\$42.80	\$43.86	\$44.96	28	\$50.49	\$50.49	\$51.74	\$53.02
29	\$38.71	\$43.01	\$44.08	\$45.19	29	\$50.75	\$50.75	\$52.00	\$53.29
30	\$38.90	\$43.23	\$44.30	\$45.41	30	\$51.00	\$51.00	\$52.26	\$53.56
31	\$39.09	\$43.45	\$44.52	\$45.64	31	\$51.25	\$51.25	\$52.52	\$53.82
32	\$39.29	\$43.66	\$44.75	\$45.87	32	\$51.51	\$51.51	\$52.78	\$54.09
33	\$39.49	\$43.88	\$44.97	\$46.10	33	\$51.77	\$51.77	\$53.05	\$54.36
34	\$39.68	\$44.10	\$45.20	\$46.33	34	\$52.03	\$52.03	\$53.31	\$54.63
35	\$39.88	\$44.32	\$45.42	\$46.56	35	\$52.29	\$52.29	\$53.58	\$54.91