

ARTICLES OF AGREEMENT

By and Between

Wood River Professional Firefighters
Local 2371

Affiliated With The

INTERNATIONAL ASSOCIATION of FIREFIGHTERS
&
ASSOCIATED FIREFIGHTERS of ILLINOIS

AND

City of Wood River, Illinois

-PERIOD COVERED-

May 1, 2019 through April 30, 2023

WOOD RIVER PROFESSIONAL FIREFIGHTERS
LOCAL 2371

AND

City of Wood River, Illinois

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MEMORANDUM OF UNDERSTANDING

By and Between

City of Wood River, Illinois

And

WOOD RIVER PROFESSIONAL FIREFIGHTERS
LOCAL 2371

PREAMBLE

WHEREAS, a majority of specified group of employees (listed in the Recognition Article) of the FIRE DEPARTMENT of the CITY OF WOOD RIVER, ILLINOIS, hereinafter called the "City", recognizes the right of its employees to join the WOOD RIVER PROFESSIONAL FIREFIGHTERS LOCAL 2371, hereinafter called the "Union", and have designated said Union as their collective bargaining representative; and

WHEREAS, it is the desire of the City, the employees and the Union to maintain harmonious relations between the City and employees; and

WHEREAS, it is the purpose of this Memorandum of Understanding to provide a standard of wages, hours of work, specified working conditions and to provide a means for the equitable settlement of any differences between the employees or the Union and the City which may arise over the interpretation or implementation of this Memorandum of Understanding.

ARTICLE 1 – RECOGNITION:

The City recognizes WOOD RIVER PROFESSIONAL FIREFIGHTERS LOCAL 2371 as the exclusive bargaining representative for the Fire Department employees within the bargaining unit for the duration of this Memorandum of Understanding. The bargaining unit shall consist of all full time uniformed fire fighters from Firefighter through and to include Captains. It is not the intent of the City to eliminate any rank within the bargaining unit for the duration of this Memorandum.

It is understood that no person other than full time sworn firefighters, who are members of the bargaining unit will drive the fire trucks or operate the pumps, except the Fire Chief. Limitations: The Fire Chief will not drive the fire truck or operate the pumps if a full time sworn firefighter is available or to circumvent procedures for calling out the full time sworn firefighters regarding Mutual Aid or multiple alarm responses. Fire Chief does have the right to drive the fire truck or operate the pumps for purposes of training, testing, maintenance (Definition of maintenance: When a fire truck has been put out of service for repairs and there are only two (2) fire fighters on duty, then the Fire Chief may drive said fire truck to get it back into service) or during an emergency response. In cases of extreme natural emergencies or civil unrest anyone may drive and operate fire apparatus, only if no sworn fire fighters, regular full time bargaining members are available.

ARTICLE 2 – CHECK-OFF DUES AND INITIATION FEES:

Membership in the Union shall not be required as a condition of employment. The City agrees to deduct union dues and initiation fees from the pay of each employee who voluntarily joins the Union. A properly executed copy of the written check off authorization form for each employee who has agreed to join the Union and have dues deducted shall be delivered to the City before any payroll deductions are made. Deductions shall be made thereafter only under the written check off authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the City.

Once each month the City will forward to the Union the following:

- a. The list of employees for whom the union dues were deducted and the amount of the deduction.
- b. Payment to cover the total amount withheld each month for union dues.

The Union agrees to hold the City harmless for any and all claims arising out of its agreement to deduct dues or initiation fees, and to indemnify and defend the City against any and all claims, demands, suits, or other forms of liability that may arise out of or by reasons of action taken or not taken by the City pursuant to this Section.

ARTICLE 3 – DISCRIMINATION:

The City and the Union agree not to discriminate against any employee for his/her activity in behalf of or lack of activity in behalf of, or membership or non-membership in the Union. The City and the Union agree that there shall be no discrimination against any employee because of race, color, sex, national origin, disability, or age. The use of masculine or feminine gender or titles in this Agreement shall be construed to include both genders and not as sex limitations.

ARTICLE 4 – NO STRIKE:

For the term of this agreement, the Union and the employees 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 of Wood River. The Union and the employees shall not hinder nor prevent any entrance to, or egress from, fire houses or any public buildings or facilities, nor shall the Union and the employees obstruct nor interfere with the free and uninterrupted use of public roads, streets, highways, railways, airports, or other ways of travel by any employee, public or private.

ARTICLE 5 – MANAGEMENT RIGHTS:

The Union recognizes that any and all rights concerned with the management of the Fire Department of the City of Wood River and the direction of the working force shall be vested exclusively with the City Manager and/or his designate, unless specifically modified by other provisions of this agreement. Such rights and responsibilities shall include, but are not limited to, the right to:

- a) determine the overall mission of the Fire Department of the City of Wood River;
- b) maintain and improve the efficiency and effectiveness of the Fire Department of the City of Wood River;
- c) 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 same;
- d) determine the overall methods, procedures, means, job classifications and personnel by which the Fire Department is to be conducted-including the writing and implementation of Standard Operating Procedures and General Order
- e) direct, supervise and/or hire employees;
- f) promote, suspend, discipline and discharge for proper cause, transfer within the Fire Department, assign, schedule, retain, and or/lay off employees;
- g) relieve employees from duties because of lack of work or funds, or under conditions where the Employer determines continued work would be inefficient or non-productive;
- h) take whatever other action may be necessary to carry out the wishes of the citizens of Wood River;
- i) take action to carry out the mission of the City of Wood River in all situations;

- j) adopt rules, regulations, educational programs, safety programs, and any other programs necessary to effectuate the efficient and effective operations of the Fire Department in the City of Wood River.

ARTICLE 6 – SENIORITY:

Section 1 – Seniority:

Seniority shall be defined as the length of the employee's continuous service with the City of Wood River, Illinois Fire Department as herein defined, including military services as defined by Federal and State laws. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Continuous service shall be broken by only resignation, discharge, or retirement. Employees who commence work on the same date shall be placed on the seniority list in accordance to the eligibility list. The application of seniority shall be limited to the preference and benefits specifically recited in this agreement. For determining sick leave, longevity, and vacation entitlement, the employee's years of service with the City shall be used.

Section 2 – Layoffs:

- a) In the event of a layoff of one or more employee(s), the employee with the least seniority from "last date of hire" shall be laid off first, successive layoffs shall be affected on a similar basis of least seniority. Such employees shall be placed on a re-employment list.
- b) In the event of a recall, a need to hire to fill a vacancy, or a newly created position the employees on the re-employment list shall have preference over any other list. All laid off employees shall remain on the re-employment list until re-hired or given the opportunity of re-hire.

ARTICLE 7 – UNION OFFICERS:

The City recognizes the right of the Union to designate Union Officers to handle such Union business, during shift hours, as may from time to time be delegated to them by the Union, provided this shall not interfere with the normal duties required by the City of the Union Officers.

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his/her activity on behalf of, or membership in, the Union.

Union Officers have no authority to take strike action or any other action interrupting the City's business in violation of this Memorandum of Understanding. The City in so recognizing such limitations shall have the authority to render proper discipline, including discharge without recourse, to such Union Officers in the event the Union

Officers have taken strike action, slowdown, or work stoppage in violation of this Memorandum of Understanding. Union Officers shall be employees of the City.

The City recognizes the Union Officers or their designated appointees as the sole and exclusive bargaining agent for the Union for all employees in the collective bargaining unit as well as the grievance process in ARTICLE 10. Neither party will make any effort to bypass the spokesman of the other party during the period of negotiations or review of grievances.

ARTICLE 8 – MAINTENANCE OF STANDARDS:

The City agrees that all conditions of employment relating to wages, hours of work and conditions of employment shall be maintained at not less than the standards in effect at the time of signing of this agreement together with those specifically modified elsewhere in the agreement.

ARTICLE 9 – DISCIPLINE:

The City of Wood River subscribes to the concept of progressive discipline. The step by step process of progressive discipline focuses on correcting behavior at the earliest stage so that suspension or discharge can be avoided. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant the initiation of more severe actions immediately.

Steps of Progressive Discipline:

1. Oral Warning
2. Written Warning
 - a. Copy of Written Warning to employee.
 - b. Copy of Written Warning to employee's personnel file.
 - c. Copy of Written Warning to the Union.
3. Suspension. The Chief of the Fire Department may suspend without pay a member of his department for a period of not more than five (5) calendar days but he shall notify the Fire and Police Commission Board in writing of such suspension. Any firefighter so suspended may appeal to the Board of Fire and Police Commissioners for a review of the suspension within five (5) calendar days after such suspension, and upon such appeal, the Board may sustain the action of the Chief of the department, may reverse it with instructions that the member receive his pay for the period involved, or may suspend the firefighter for an additional period of not more than thirty (30) days or discharge him, depending upon the facts presented.

Alternatively, the employee may submit any disciplinary action to the Grievance Procedure, provided that any action taken that is less than a suspension may only be taken through Step 3 of the Grievance Procedure provided in this Agreement. Any

action taken greater than an oral or written reprimand may, at the employee's discretion, be taken through the full Grievance Procedure.

- a. Copy of Suspension Notice to the employee in writing.
 - b. Copy of Suspension Notice for the employee's personnel file.
 - c. Copy of Suspension Notice for the Union.
4. Discharge. An employee may be discharged from duty if prior disciplinary actions have failed to rectify the problem or if the employee's offense is serious enough in nature to warrant immediate dismissal.

Oral and written reprimands shall not be used for disciplinary purposes for more than one year after the date of occurrence but will be maintained in the individual's personnel file.

ARTICLE 10 – GRIEVANCE PROCEDURE:

Section 1 – Definition:

Definition of grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of the Agreement as written. Any grievance concerning disciplinary action by the City shall be processed in accordance to the Agreement as written.

Section 2 - Grievance Procedure:

All grievances shall be processed in the following manner:

Step 1. Verbal Procedure. Within five days of the occurrence of the incident giving rise to a grievance, or within five (5) days following the date the employee first reasonably should have known of the events giving rise to the grievance, the employee affected shall first discuss the matter with the Fire Chief with the objective of settling the matter informally. If requested by the employee, a Union Representative will be present. It is expressly understood that if a discussion with the Fire Chief is intended to be the initiation of the Grievance Procedure at the Verbal Step, the employee shall so advise the person to whom he/she ordinarily reports of this fact at the time of the discussion. If the Fire Chief is not advised of this fact, the discussion shall not be considered an initiation of the Grievance Procedure at the Verbal Step.

Step 2. If the complaint is not satisfactorily resolved by the Verbal Procedure, the Union Representative shall reduce the employee's complaint to a written grievance and submit it to the Fire Chief. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of the Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested; and be signed by the employee(s) affected.

The written grievance shall be submitted to the Fire Chief within five (5) days. The Fire Chief shall place his written answer upon the grievance form and return it to a Union Representative within five (5) days of his/her receipt of the written grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the written grievance to the City Manager within five (5) days after receipt of the Step 2 answer. The appeal shall be in writing and shall specify the basis of the appeal. Within fifteen (15) days after the grievance has been appealed, a meeting shall be held between a Union Officer, Grievant, and the Employer Representative. Either party may have any one present they so desire as witnesses. If the meeting cannot occur within the fifteen (15) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall give the Union its written answer to the grievance within fifteen (15) days following the Step 3 meeting.

Failing a satisfactory settlement of the matter at Step 3 as provided above, the Union may, within fifteen (15) calendar days of receiving the City's answer at Step 3, notify the City that the Union intends to submit the dispute to arbitration.

Step 4. The parties will first attempt to select an arbitrator by mutual agreement within fifteen (15) days following Step 3. In the event the parties cannot agree on an arbitrator, the parties shall jointly request the Director of the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators from which an arbitrator shall be selected by the parties. The Union and the City shall strike alternately two (2) names and the remaining individual whose name has not been stricken shall be the arbitrator. The party requesting the arbitration shall strike the first name.

Section 3:

The decision of the arbitrator shall be final and binding. Such decisions shall be limited to the interpretation and application of the provisions of this contract, and the arbitrator shall not have the authority to modify or amend provisions of this contract.

Section 4:

The expense of the arbitrator shall be borne equally by the City and the Union; each of whom shall bear its own expense.

Section 5:

The Employer agrees to allow the employee and Union Officer time to process a grievance during their regular working hours in Step 1 and 2, without loss of pay. The City agrees to allow employees time off from duty, at no expense to the employer, to attend other Steps of the Grievance Procedure including arbitration, negotiations, and other legitimate union business, providing time off does not interfere with the operations of the Department.

Section 6:

The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved.

Section 7:

“Days” as referred to throughout this Article shall be calendar days and shall not include Saturdays, Sundays, or the holidays recognized in this Agreement. A grievance not presented or appealed by the Union within the applicable time limits shall be held to be settled in favor of the City. Failure of the City to answer within the time established will result in the grievance being granted to the employee(s) and/or the Union. Time limits may be extended by written mutual consent by the parties involved.

ARTICLE 11 – RESIDENCY

All employees of the Union will reside within three and one-half (3.5) miles as measured in a straight line (within the State of Illinois) of the Wood River Central Station (501 E. Edwardsville Road) within twelve (12) months of their hire date.

ARTICLE 12 – HOLIDAYS:

The City agrees to pay holiday pay to the firefighters for the following eleven (11) holidays:

New Year’s Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans’ Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	
Day before Christmas	December 24
Christmas Day	December 25

Permanent and probationary full-time employees not working the holiday shall be paid the straight time rate of compensation based on ten hours and forty minutes of work.

Permanent and probationary full-time employees who are working the holiday shall be compensated premium pay for hours worked. It shall be understood that the holiday shall be considered applicable for the shift beginning at 7:00 a.m. on the date of the holiday itself, and ending at the conclusion of the same shift the following day at 7:00 a.m. When an employee reports in sick on his regularly scheduled day immediately before or his regularly scheduled day immediately after a holiday, a signed sick slip from a doctor may

be required before payment for the holiday is made. Premium pay for working the holiday is the first eight (8) hours at 1 ½ times the employee's rate of pay and the following sixteen (16) hours at 2 ½ times the employee's rate of pay; in no circumstance shall the premium pay exceed 2 ½ times the employee's rate of pay.

ARTICLE 13- VACATIONS:

Firefighters who have occupied their position for a period of twelve (12) consecutive months shall be allowed vacation leave with pay. Vacation credit for the Fire Department personnel shall accrue annually as follows:

Having completed 1 year of service	6 duty days
Having completed 5 years of service	9 duty days
Having completed 10 years of service	12 duty days
Having completed 20 years of service	15 duty days

Vacation leave shall be based upon the previous year's accumulation. Probationary employees will accrue benefit for later use pending the successful completion of their probationary period. An employee entering the service of the City shall receive vacation credit beginning with the 1st day of the month in which he enters service. There will be no accumulation during leave of absence without pay.

Vacation of one half duty day or less (6 hour block of time) must be approved by the Chief.

Non-probationary employees terminating their employment with the City for reasons of retirement or resignation shall receive cash value of any accrued vacation time, including one-twelfth (1/12) of their regular vacation allotment due them at the time of such termination for each full month worked after their anniversary date, based upon the vacation schedule that applies to them.

Vacation is to be used within one year of its accrual. The City Manager has discretion to authorize the carryover of vacation to the following year. Carryover hours must be scheduled in order to be approved. The City Manager will also authorize carryover of vacation to the following year for employees who are unable to take vacation hours due to extended absences such as workers' compensation, illnesses, or military leave. Payment for vacation time not used will not be granted unless the employee is separating from the City. Vacation time will be forfeited unless used within the year it was accrued or the City Manager has authorized its carryover to the following year.

ARTICLE 14 – UNIFORM ALLOWANCE:

The City will furnish the replacement of currently prescribed uniforms, when needed, as determined by the Chief of the Department.

City Firefighters may wash and dry their uniforms with the washer and dryer supplied at the Fire Station and any repairs and dry cleaning deemed necessary by the Fire Chief shall be paid for by the City.

ARTICLE 15 – LEAVES OF ABSENCE:

All leave may be taken in units of six (6) hours or greater. Sick leave shall be used for the purpose for which it was intended, that being to provide employee protection against loss of pay due to illness or injury. Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee. Temporary, part-time or seasonal employees are not eligible for sick leave pay.

Family Related Provisions – Sick leave may be taken in cases of chronic or acute personal illness or physical incapacity of an employee. It may also be allowed when an employee is required to attend to a member of his immediate family who is a dependent of the employee.

The term “pre-approved leave” is defined as vacation or wellness time only, throughout this contract. No other types of leave; regardless of the circumstance will be considered “pre-approved leave” for the purposes of contract interpretation.

Section 1 – Sick Leave:

All regular employees shall be allowed a leave of absence from duties due to sickness or accident, without deduction from regular compensation, after thirty (30) days employment at the rate of one and one-half (1½) shifts for each calendar month of employment.

- a) Employees returning from injury or extended illness of three (3) working days or more shall be required to furnish the City a release from their physician prior to commencing work. Employees returning from injury or illness of less than three (3) days may be required to furnish the City a release from their physician prior to commencing work. The City reserves the right to require the employee to be examined by the City’s doctor at the City’s expense prior to returning to work.
- b) Employees will earn three (3) “wellness” days in a year’s time, (start of fiscal year to the start of the next, any portion thereof shall be pro-rated) when no sick leave is taken. These days may be used as “paid wellness days” the following year, or they will be forfeited. Wellness days shall be scheduled with a minimum of twenty-four (24) hours’ notice; however, wellness days may be taken with less notice if no overtime is created or for Family Medical Leave Act related issues. In the event the employee uses one sick day during a fiscal year, his “wellness days” would be reduced to two. If he uses two sick days, his “wellness days” would be reduced to one. If he uses three sick days or more, he would not earn “wellness days”. For

the purposes of this Agreement, wellness day hours will count as hours worked under F.L.S.A. guidelines.

- c) Accumulation of Sick Leave – Full-time sworn firefighters shall accrue sick leave at the rate of one and one-half (1½) days per month to a maximum of two thousand seven hundred fifty-six (2756) hours. The employee with less than one year of service shall be granted sick leave on a pro-rated basis beginning with the first full month of employment. Sick leave shall not be accumulated during any period an employee is laid off, on unpaid leave of absence, or on sick leave in excess of ten (10) consecutive workdays. Full-time sworn firefighters hired before May 1, 2019 who have accumulated a minimum of nine hundred fifty-six (956) hours of sick time may cash in one-half (1/2) of the sick time not used at time of retirement separation. The sick time buyback will be calculated by multiplying the total number of sick hours not used by 50% (0.50), then multiplying by the last hourly rate earned by the employee prior to retirement separation. There will be a cap of maximum number of hours placed on this sick time buyback plan of one thousand three hundred seventy-eight (1,378) hours. Employees terminated by the City or hired after May 1, 2019 are not eligible for and therefore cannot cash in any sick time not used at the time of separation.
- d) Notification – An employee anticipating the use of accrued sick leave shall report the reason for his absence from duty to his supervisor. During any period of illness or injury, an employee must make weekly phone calls to his supervisor notifying the supervisor of the condition of the employee. When an employee is on sick leave in excess of ten (10) working days, he may be required to obtain a second opinion from a physician of the City's choice.
- e) To the extent permitted by law, an employee who has reported off sick is expected to remain at his residence during the time he would otherwise have been working, unless hospitalized, visiting a doctor, convalescing as prescribed by physician, or obtaining medication or treatment as prescribed by a doctor. An employee shall not engage in any other employment during the time he is granted the use of accrued sick leave.
- f) All other accrued leave may be used for acute catastrophic illness or injury after all accumulative sick leave has been used at the recommendation of the department head with the approval from the City Manager.
- g) Individual employees may transfer up to 120 hours of sick time to another employee who has exhausted their sick and other paid time benefits during a single absence. Employee must have 360 hours of sick time in reserve in order to transfer time.

Section 2 - Light Duty:

It is understood by the City and the Union that there are no light duty requirements or accommodations available for workers' compensation or non-occupational injury or illness.

Section 3 - Bereavement Leave:

In the event of death in the immediate family an employee shall be eligible for a maximum of two (2) consecutive working days of paid bereavement leave when approved by the Department Head and City Manager. The immediate family is defined as an employee's father, mother, spouse, son, daughter, stepson, stepdaughter, father-in-law, mother-in-law, stepfather, stepmother, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, brothers, sisters, grandparents, grandparents-in-law, and grandchildren. Absence may be extended if deemed necessary by the City Manager or his designee, with such time subtracted from the employee's earned time off. In the event of a death not in the employee's immediate family, pre-approved leave, sick leave or leave without pay may be used.

ARTICLE 16 – OVERTIME AND FIRE/EMERGENCY CALLS:

Overtime pay for Fire Department personnel shall be paid at the time and one-half (1½) rate for all hours worked in excess of one shift and/or two hundred and twelve (212) hours in a work period of twenty eight (28) days.

Special calls on off-duty hours and the number of personnel called will be initiated at the discretion of the Fire Chief or his designated representative for all fires and mutual aid calls. Fire/Emergency calls shall be paid at one and one-half (1½) times the rate with a guaranteed minimum of two (2) hours pay. Mutual aid will not be given or received without initiating the Standard Operating Procedure call out for full-time firefighters.

Contiguous time extending beyond a normal work shift comprising of two (2) hours or less shall be considered within the duty cycle and shall be paid at time and one-half (1½) rate for actual time worked.

ARTICLE 17 – LONGEVITY:

All full-time employees, after completing the required number of years of service, shall receive additional compensation (payable bi-weekly) for increased value to the City through length of service. Said longevity shall apply according to the following formula:

Years of Service Completed	Yearly Amount
After 2 years	2.00 % of annual salary
After 5 years	2.75 % of annual salary
After 10 years	3.50 % of annual salary
After 15 years	4.25 % of annual salary
After 20 years	5.00 % of annual salary
After 25 years	5.75 % of annual salary
After 30 years	6.50 % of annual salary

These rates will take effect May 1, 2002

An employee whose anniversary dates falls within the first seven (7) days of a pay period will receive increased longevity pay beginning with that pay period. An employee whose anniversary date falls after the first seven (7) days of a pay period will receive the increased longevity pay beginning with the next period.

ARTICLE 18 – WORKING HOURS & STAFFING:

Section 1 - Working Hours:

The term “shift” is defined as twenty four (24) consecutive hours of duty. The shifts shall consist of three (3) working shifts as follows: Each shift shall be on duty for twenty four (24) consecutive hours followed by twenty four (24) consecutive hours off duty, twenty four (24) consecutive hours on duty, twenty four (24) consecutive hours off duty, twenty four (24) consecutive hours on duty and ninety six (96) hours off duty. This cycle shall be repeated continuously for the duration of this Agreement.

Effective May 1, 1992 employees will have the option of working and receiving the appropriate pay or taking the time off without pay for all Kelly Days. If the Kelly Day is going to be taken off then seven (7) days prior notice is to be given to the Fire Chief.

All work performed after two hundred and twelve (212) hours in a twenty eight (28) day period shall be paid at the rate of one and on-half (1½) the employee’s regular rate of pay. Computation of hours worked, for the purpose of calculating overtime, shall include all regularly scheduled hours (including sleep and mealtime), military leave, wellness leave and vacation leave. It shall not include disability leave, sick leave, jury duty, time off on workers’ compensation or holidays not worked.

Section 2 - Shift Breaker:

All work performed by a shift breaker, “10th sworn uniformed firefighter”, after two hundred and twelve (212) hours in a twenty eight (28) day work period shall be paid at the rate of one and one-half (1½) the employee’s regular wage rate. The shift breaker position shall be offered on a seniority basis, (senior firefighter), and upon accepting the shift breaker position shall advise the Fire Chief whether he elects to work beyond twenty four (24) consecutive hours, at straight time pay. A shift breaker shall not be scheduled for less

than a twelve (12) hour shift. It is understood that the shift breaker is to be moved to cover shortages in other shifts if necessary. If it becomes necessary to change a scheduled shift of anyone but the shift breaker, the change shall be posted at least one (1) week/seven (7) days in advance and the same one (1) week/seven (7) days' notice shall be given before the Fire Chief cancels any vacations.

Section 3 - Time Trade:

The long standing practice of "time trading" in the Wood River Fire Department shall be maintained and continued for all employees as it has in the past. It is agreed that the Chief or his designee shall be notified of such time trades. It is also agreed that time trades can be either for a full or partial shift. Payback for all time trades shall take place prior to the member separating from the bargaining unit without regard to pay cycles. All time trades shall be noted on the daily shift report.

Such exchanges of shifts which are beneficial to the employee shall not be subject to overtime compensation calculation under the Fair Labor Standards Act (FLSA), and time exchanged (traded) will be negotiated between the employees involved.

Section 4 – Staffing:

To operate the Fire Department in a safe, efficient, and service oriented manner and to make every effort to comply with current federal regulations and national standards the City will follow minimum staffing criteria, negotiated between the City and the Union.

The number of sworn firefighters per shift, with one (1) fire station will be three (3). This minimum staffing will allow for three (3) man engine company response or modified three (3) man engine company response (3 personnel, split between 2 apparatus) for all fire incidents, as directed by the Fire Chief. This staffing level will decrease to two (2) sworn uniformed firefighters per shift, with one (1) station, for pre-approved leave only. In addition to pre-approved leave, a staffing decrease to two sworn firefighters will be allowed for classes and practicals related to initial Illinois Department of Public Health or National Registry Paramedic certification. Additional training opportunities will be addressed on a case-by-case basis, with the understanding that shift staffing may be dropped to two when mutually agreed upon by the City and the Union. This agreement will not alter or impair the ability of members of Local #2371 to take or schedule vacation during these training absences.

If any additional Fire Stations are put into service, beyond the staffing level agreed above, they will be manned with at least two (2) full time sworn uniformed firefighters per shift. At each station a line officer will be assigned for each shift.

Section 5 – Substitute Firefighters:

The City and the Union recognize the importance of staffing shifts with firefighters qualified and hired in accordance with the high standards established under Illinois law (65 ILCS §10-2.1-4) (10-1-14) (70 ILCS §705/16.06(a)) and shall follow the principles set therein.

ARTICLE 19 – CERTIFICATION AND TRAINING:

As it is the intent of the City of Wood River to improve the efficiency and effectiveness of the Fire Department, the following requirements and/or incentives are hereby agreed to:

In order to maintain current minimal levels of training, the City agrees that all employees hired after May 1, 2002 shall be required to obtain Hazardous Materials Operations and Fire Apparatus Engineer OSFM certification within two (2) years of employment.

All employees will give notice of course intent for the upcoming fiscal year to the Fire Chief prior to January 30. Upon course approval, and requested course is not offered as expected or canceled, the employee may request an additional course. The City will pay the cost of tuition and required associated fees for courses related to the job being performed for the City by the employee or for one which the employee may be assigned or promoted (examples, but not limited to: Fire Science, Administration of Fire Management, Public Administration, Fire Education, Safety Enforcement, Emergency Medical, Hazardous Material and/or Technical Rescue).

The City recognizes that undergraduate and graduate degree programs will often include general education requirements and course electives which may not be specifically job related. The City shall reimburse the employee for these general education requirements, as they are necessary to complete the degree or program.

The following shall also apply:

- a) Any full-time, permanent employee of the bargaining unit is eligible for reimbursement consideration.
- b) An application for course approval and tuition reimbursement must be completed and prior approval received from the Chief and City Manager.
- c) Reimbursement will only apply to tuition and required associated fees. In the event an employee receives a grant or other outside tuition assistance (i.e. GI Bill); reimbursement will only be for the balance between the aid received and the cost of tuition and required associated fees.
- d) Enrollment shall be limited to the following colleges: Lewis and Clark Community College, Southern Illinois University, Southwestern Illinois College, University of Illinois and Illinois Fire Service Institute; or any other accredited educational institution / program authorized by the Fire Chief and City Manager prior to attendance.
- e) Reimbursement shall be made at the completion of the semester in which costs are incurred; provided the employee achieves a passing grade of “C” or above, completes the course, and is still employed by the City of Wood River. The employee must also obtain a copy of the receipt(s) showing total tuition and required associated fees paid for, as well as a copy of their grade report or verification of attendance. All documentation will be forwarded to the City by the Fire Chief within twenty one (21) days of submission from the employee.

- f) If the employee leaves the service of the City of Wood River within one year of reimbursement, the employee shall repay the City for the reimbursement on a pro-rated basis.
- g) The City will limit the amount of tuition and required associated fees to be reimbursed to a total of two thousand dollars (\$2,000.00) per employee for each fiscal year (beginning May 1-ending April 30).

ARTICLE 20 – PROMOTIONS

The City and Union agree that promotions shall be conducted in accordance with the procedures negotiated and agreed to by them, pursuant to provisions of the 50 ILCS 742 Fire Department Promotions Act (hereafter referred to as the "Act "). Said agreed upon procedures are set forth below. Except where expressly modified by the terms of this Article, the procedure for promotion shall be in accordance with this Act.

All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. If a candidate fails to participate in any one component of the testing process, that candidate will not be placed on the final promotion list. To be eligible to participate in the testing process, a candidate shall have a minimum of 5 years full time employment by the Wood River Fire Department.

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

Promotional lists for Captain shall be based on the points achieved by the employee, consisting of the following four components as specified:

- | | |
|----------------------|-----------------------|
| 1. Written exam | 35 percent – weighted |
| 2. Oral exam | 35 percent – weighted |
| 3. Seniority | 10 points |
| 4. Ascertained Merit | up to 15 points |
| 5. Chiefs Points | 5 points |

The written exam shall be based on information from no more than 6 books / S.O.G.'s / policy and procedure manuals. These books/manuals will be provided by the City, and available for review at the Fire Station at least 90 days prior to the written exam.

The oral exam shall be administered by a panel of 3 mutually agreed upon Fire Officers (active or retired). No member of this panel may be an employee of the City.

Seniority shall be calculated at 0.5 points per full year of full-time employment, at the time of the written exam, with the Wood River Fire Department, up to 20 years, for a maximum of 10 points.

Ascertained merit shall be awarded (as per the table below) for each OSFM certificate or nationally accredited equivalent. For a maximum of 15 points.

Firefighter III or Firefighter Advanced	1.5
Fire Officer I or Provisional Officer I	1.5
Fire Officer II or Provisional Officer II	1.5
Fire Service Instructor I	0.5
Fire Service Instructor II	0.5
Fire Service Instructor III	0.5
Fire Investigator	1.0
Hazardous Materials Technician	0.5
Rescue Specialist: Confined Space Operations	0.5
Rescue Specialist: Confined Space Technician	0.5
O.S.F.M. Rope Operations	0.5
O.S.F.M. Rope Technician	0.5
Rescue Specialist: Vehicle & Machinery Operations	0.5
Rescue Specialist: Vehicle & Machinery Technician	0.5
Fire Inspector I	0.5
Fire Inspector II	0.5
Public Fire and Life Safety Educator I	0.5
E.M.T.- Paramedic (current license)	2.0
And/or	
E.M.T.- Basic (current license)	1.0
Associate of Applied Science in Fire Science	2.5
or	
Associate of Applied Science in Paramedicine	2.5
And/or	
Bachelor's Degree in any field	2.5

(If a candidate has a Bachelor's degree in any field *and* an Associate's degree in Fire Science or Paramedicine, a total of 5 points shall be awarded).

Applicants must present a copy of an official report card or certification within 10 days after the initial posting of the preliminary promotion list in order to be eligible for merit points.

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

Military points shall be awarded upon request as outlined by state statute. Eligible candidates may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. (65 ILCS 5/10-2.1-11) (From Ch. 24, par. 10-2.1-11) Sec. 10-2.1-11. *Promotional examinations-Credits to veterans. The board of fire and police commissioners shall give preference for promotional appointment to persons designated in Section 10-2.1-10 whose names appear on promotional eligibility registers by adding to the final grade average which they will receive as a result of any promotional examination 7/10 of one point for each 6 months or fraction thereof of military or naval*

service not exceeding 30 months. The numerical result thus attained shall be applied by the board of fire and police commissioners in determining the position of such persons on any eligibility list as the result of any promotional examination held for purposes of preference in certification and appointment from such eligibility list. No person shall receive the preference for a promotional appointment granted by this Division 2.1 after he has received one promotion from an eligibility list on which he was allowed such preference. (Source: P.A. 79-702).

Eligibility list shall be in effect for three (3) years.

An overall score of 70% is required to be placed on the promotional list.

ARTICLE 21 – INSURANCE:

The City agrees to provide hospitalization, major medical, dental, and life insurance to all employees and their eligible dependent (s). The City will contribute one hundred (100) percent of the cost for employee and dependent coverage for the entire four-year period of the Collective Bargaining Agreement. Any employee, who is absent because of illness, on-the-job injury, layoff, or leave of absence, shall have his insurance continue in accordance with the City's Personnel Rules, federal law, or state law.

The insurance benefits that are currently in effect for uniformed firefighters can only be changed by mutual agreement with comparable benefits.

All new employees hired after May 1, 2011 will be required to pay 25% of dependent healthcare coverage or the amount listed in the following table, whichever is the lesser dollar amount:

a. Employee + Spouse	\$1,600
b. Employee + Children	\$1,400
c. Employee + Family	\$3,000

All new employees hired after May 1, 2011 whose spouse is employed and has insurance available through employment or other means, medical and/or hospitalization, then that spouse must avail his or herself of the other employer's insurance and not be covered as a dependent on the insurance provided by the City.

ARTICLE 22 – PENSION:

The City of Wood River agrees to continue its participation in the Wood River Firefighters' Pension Fund, as established by the Illinois State Statutes, and the guidelines of the Illinois Department of Insurance.

ARTICLE 23 – TRAINING SESSIONS:

All training sessions shall be paid at one and one-half (1½) times the employee’s regular hourly rate. If the employee uses sick hours during the same twenty-eight (28) day cycle, the training shall be paid at the employee’s regular hourly rate. The City shall deduct the half time pay from the employee’s second check of that cycle if the employee has already been paid for it.

ARTICLE 24 – WAGES:

The annual base salary shall be as follows:

Effective	5/1/2019	5/1/2020	5/1/2021	5/1/2022
Captain	<u>68,273.14</u>	<u>69,979.97</u>	<u>71,729.47</u>	<u>Open</u>
Captain/EMT	<u>69,979.97</u>	<u>71,729.47</u>	<u>73,522.71</u>	<u>Open</u>
Captain/Paramedic	<u>71,686.80</u>	<u>73,478.97</u>	<u>75,315.94</u>	<u>Open</u>
Firefighter	<u>62,842.75</u>	<u>64,413.82</u>	<u>66,024.17</u>	<u>Open</u>
Firefighter/EMT	<u>64,413.82</u>	<u>66,024.17</u>	<u>67,674.77</u>	<u>Open</u>
Firefighter/Paramedic	<u>65,984.89</u>	<u>67,634.51</u>	<u>69,325.37</u>	<u>Open</u>

The base salary is for each rank classification. These classifications are for calculating payroll only. The amount is determined by adding a 2.5% increase for EMT’s and a 5% increase for Paramedics to the rank of Firefighter or Captain. The hourly wage for each firefighter shall be determined by dividing the annual salary plus educational benefit and longevity by 2,756 hours.

As long as the entry level qualifications do not decrease from the standards set out as of May 1, 2002, a new hire will receive Ninety Percent (90%) of base pay for a firefighter for the first year of employment. After completion of one year on the Department, probation will end and the individual employee will receive One Hundred Percent (100%) of base wage for firefighter, plus become eligible for any incentive pay for which they are qualified.

ARTICLE 25 – TEMPORARY JOB ASSIGNMENTS:

When a subordinate employee assumes the responsibility for a higher paying position for temporary period of time of four consecutive hours or more, he shall be paid an additional amount based on the difference between the annual base salary plus the currently highest per hour longevity for a Firefighter/Paramedic and the annual base salary plus the currently highest per hour longevity for a Captain/Paramedic.

ARTICLE 26 – VACANCIES:

The City will recommend that the Fire and Police Commission maintain a valid eligibility list for firefighters and the City will fill any vacancy within the Fire Department within ninety (90) days, subject to a valid eligibility list.

ARTICLE 27 – PHYSICAL EXAMINATIONS

All employees of the bargaining unit may undergo one (1) physical examination per contract agreement (i.e.: current contract term is May 1, 2019 to April 30, 2023). This physical examination is to assist the physician in determining the physical condition of the employee. The examination itself shall not result in disciplinary action against an employee.

The physical examination will consist of: heart, lung, blood pressure, eye, chest x-ray, and urine/blood test. In addition, every third year, or sooner if required by the physician, a treadmill/stress test will be given as part of the physical examination.

The cost of the physical examination shall be borne by the City, and the City shall designate the physician and facility.

A written evaluation will be forwarded by the examining physician to the employee.

Any employee who enters a rehabilitation program will not incur a loss of pay or benefits for the period of time of the recommended rehabilitation program. If the employee is required to undergo an additional rehabilitation program, the additional days off from work shall be counted against the employee's sick leave benefits. If the employee enters a rehabilitation program, but does not successfully complete the program, the number of days the employee has been off duty will count against the employee's sick leave benefits. Failure to enter a doctor recommended rehabilitation program may result in disciplinary action to the employee from the City.

ARTICLE 28 – DURATION OF AGREEMENT:

The duration of this Agreement shall be from May 1, 2019 to April 30, 2023. This Memorandum of Understanding shall be declared open when either party has notified the other in writing not less than sixty (60) days or more than ninety (90) days prior to the first day of May 2023. Such negotiations shall commence no later than sixty (60) days prior to May 1, 2023.

It is hereby agreed by both parties that Article 24 – Wages shall be opened not less than sixty (60) days or more than ninety (90) days prior to the first day of May 2022.

For the City:

By:

Title:

By:

Title:

Date:

For the Union:

By:

Title:

By:

Title:

Date:

Jim Schneider
City manager

Nathan King
PRESIDENT

1-6-2020

1-6-20