

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (AFL-CIO)
LOCAL NO. 2625

AND

THE CITY OF COLLINSVILLE, ILLINOIS

**ARTICLES OF AGREEMENT BETWEEN
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (AFL-CIO)
LOCAL NO. 2625
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THE CITY OF COLLINSVILLE, ILLINOIS
January 1, 2025 through December 31, 2027**

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PREAMBLE

This Agreement, made and entered into by the City of Collinsville, Illinois, hereinafter referred to as the “Employer,” and the International Association of Fire Fighters, AFL CIO, and Local No. 2625 thereof, hereinafter referred to as “Union,” shows the following stipulations and agreements:

ARTICLE 1 – SCOPE OF AGREEMENT

Section 1.1 – Purpose/Recognition. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment covered by the specific provisions of this Agreement and to provide for equitable and peaceful adjustment of differences over the interpretation and application of the Agreement, and to promote intra departmental efficiency and effectiveness.

The Employer 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 Employer by the Statutes of the State of Illinois.

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all fire fighters for the purpose of collective bargaining and establishing and administering a labor contract covering wages, rates of pay, hours of labor and all other terms and conditions of employment covered by the specific provisions of this Agreement.

Section 1.2 – Fire Fighter Defined. Fire Fighters, hereinafter referred to as “fire fighter(s)” or “employees,” shall be defined as all full time, uniformed members of the Department who are below the rank of Deputy Chief.

- a. **Full-Time Fire Fighter** – Full-Time Fire Fighter shall mean any employee of the City of Collinsville Fire Department who is a member of the bargaining unit and is engaged in fire suppression, engineer, Captain, Lieutenant, and emergency medical technician or paramedic on a full-time basis and who has been appointed by the Board of Fire and Police Commissioners.
- b. Probationary Fire Fighters may be considered to fulfill the definition of Fire Fighter only after completing the following requirements.
 - i. First two (2) weeks of the Collinsville Fire Department Probationary Program will be considered as an orientation period.
 - ii. Clearance to perform duties as a Paramedic in the Collinsville Fire Department’s

- current EMS system.
- iii. Clearance to operate in IDLH (Immediately Dangerous to Life or Health) environments.
 - iv. Certification by the Office of the State Fire Marshal as a Basic Operations Fire Fighter.

Section 1.3 – Deputy Chief. In the event of the appointment of a Deputy Chief(s), it is understood that the existing rank and manpower of the bargaining unit shall be maintained.

Section 1.4 – FLSA Period Defined. An FLSA cycle shall be defined as twenty-eight (28) calendar days established under Section 7(k) of the Fair Labor Standards Act (FLSA).

ARTICLE 2 - SENIORITY

Section 2.1 – Seniority. Seniority means the length of service of the employee from the date of appointment with the Fire Department as a commissioned fire fighter.

Section 2.2 – Probationary Period. New employees shall have a one year probationary period after their appointment as a commissioned fire fighter by the City of Collinsville Board of Fire and Police Commissioners.

This probationary period may be extended for new employees who are required to complete EMT-Paramedic training. The extension of the probationary period is not to exceed one (1) year beyond the first one-year probationary period or until the fire fighter is licensed to practice as a paramedic, whichever comes first.

Probationary fire fighters cannot be required to work more than an average of forty-six and fifteen-hundredths (46.15) hours in any given week. If the probationary fire fighter works more than forty-six and fifteen-hundredths (46.15) hours, they will receive overtime.

Probationary fire fighters will be given thirty (30) days' notice of a change in schedule.

Probationary fire fighters cannot be kept on probation due to a required class not being offered.

Section 2.3 – Breaks in Seniority. An employee's seniority shall be broken by voluntary resignation; discharge for cause by the City of Collinsville Board of Fire and Police Commissioners; retirement as defined by the City of Collinsville Fire Pension Board; absence for one work shift and any fraction of the next work shift without call in, unless the employee can prove physical inability to call in; or failure to report back within two days after expiration of leave of absence.

Section 2.4 – Lay Off. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority.

Section 2.5 – Bump Policy. When any position is displaced, the person involved shall be allowed the privilege to bump anyone in his/her rank who has less seniority. This policy will be in effect unless shown to be detrimental to the Department by the Fire Chief or City Manager.

Section 2.6 – Bid Policy. When any position is declared vacant, the position shall be filled from members of the rank involved by a seniority bid system. All vacancies shall be filled within sixty (60) calendar days. This policy will be in effect unless shown to be detrimental to the Department by the Fire Chief or City Manager.

As new employees are hired and completing the probationary training program, and for a maximum of two (2) years, the Fire Chief may withhold the bid award to allow for the new hire to achieve success by remaining with the same crew for continuity. The Union may request that the open position temporarily filled by the new hire not be bid until the Fire Chief releases the new employee to bid a permanent spot.

ARTICLE 3 – HOURS OF WORK

Section 3.1 – Workweek. All fire fighters included in the bargaining unit shall work an average of forty-six and fifteen-hundredths (46.15) hours per week consisting of one (1) twenty-four (24) hour shift on duty and three (3) twenty-four hour days off duty. Each work cycle shall consist of forty (40) calendar days. Each fire fighter will work one (1) debit day during this cycle.

Section 3.2 – Debit Days.

- (a) A “Debit Day” is defined as an additional twenty-four (24) hour shift of duty for a full-time fire fighter during a forty (40) day calendar period.
- (b) The department will utilize a debit system. Each member of a shift will schedule a debit day cycle. Employees will work debit days on their “opposing” shift (A shift works debits on C; B shift works debits on D; and vice versa). Debit days are subject to Trade of Time as described in Section 3.5.
- (c) Officers working a debit day will function in the rank of Firefighter/Paramedic. Regularly-scheduled officers will not be bumped from their role. If a regularly-scheduled officer is not on duty, the debit day officer will work in his/her role.
- (d) Vacation and personal leave may be scheduled on debit days after the December vacation picks are awarded.

Section 3.3 – Overtime.

- (a) All overtime shall be paid at one and one-half (1-½) times the regular hourly rate. Overtime shall be defined as any work beyond the fire fighter’s normal twenty-four (24) hour shift exceeding the average forty-six and fifteen-hundredths (46.15) hour workweek.
- (b) The overtime payment rate for all full-time fire fighters shall be governed by the forty-six and fifteen-hundredths (46.15) hour per week average.
- (c) No fire fighter will be permitted to submit overtime while on benefit time or off on a scheduled trade of time. Exceptions include Emergency Duty as defined in Section

3.4.

- (d) Overtime for training hours and scheduled department meeting will be paid at the overtime rate for a minimum of one (1) hour. All time in excess of one (1) hour shall be rounded up to the next quarter (1/4) hour from the time released.
- (e) The assignment of overtime will follow the mutually agreed upon policy negotiated between the administration and the Union.

Section 3.4 – Emergency Duty. Fire fighters shall be paid overtime rates of pay equal to one and one-half (1-½) times his/her regular hourly rate of pay. The overtime rate shall begin at the dispatched time of the incident requiring a call-in and shall apply when the fire fighter responds for the following:

- (a) **Early Duty.** All call-ins immediately preceding the start of the fire fighters' shift (within one (1) hour before the shift) shall be paid at the overtime rate for time actually worked rounded up to the next quarter (1/4) hour.
- (b) **Emergency Calls.** All call-ins as a result of emergency calls (EMS/fire/rescue) not immediately preceding the start of the fire fighter's shift (greater than one (1) hour before the shift) shall be paid for a minimum of one (1) hour at the overtime rate irrespective of time actually worked. All fire fighters accepting a call-in for an emergency call are required to remain "on duty" until released by the Shift Commander, or his/her designee as the dedicated apparatus returns to service. If a fire fighter is released and he/she accepts a call-in for an additional emergency call within the minimum one (1) hour, the fire fighter's time shall continue from the initial call-in. Work in excess of one (1) hour shall be rounded up to the next quarter (1/4) hour from the time the dedicated apparatus returns to quarters.
- (c) **Box Alarms.** All call-ins as a result of box alarms not immediately preceding the start of the fire fighters shift (greater than one (1) hour before the shift) shall be paid for a minimum of two (2) hours at the overtime rate irrespective of time actually worked. All fire fighters accepting a call-in for a box alarm are required to remain "on duty" until released by the Shift Commander, or his/her designee as the incident or manning level allows. If a fire fighter is released and he/she accepts a call-in for an additional emergency call within the minimum two (2) hours, the fire fighter's time shall continue from the initial call in. Work in excess of two (2) hours shall be rounded up to the next quarter (1/4) hour from the time released.
- (d) **Late Duty.** All work due to emergency calls immediately following a fire fighters scheduled shift but less than fifteen (15) minutes shall be paid at the overtime rate for the quarter (1/4) hour. Work due to emergency calls immediately following a fire fighters scheduled shift and over fifteen (15) minutes in length shall be paid a minimum of one (1) hour at the overtime rate. Work in excess of the one (1) hour shall be rounded up to the next quarter (1/4) hour from the time released.
- (e) **Call-in Incentive.** Any fire fighter that responds for both twenty (20) emergency calls and fifty percent (50%) of the box alarms while off duty in a given calendar year shall receive a five hundred dollar (\$500) bonus. The employer will pay qualifying fire

fighters on the first payroll after December 1st of each year.

Section 3.5 – Trade of Time. All full-time fire fighters will be allowed the privilege of trade of time, provided prior approval is granted from the Fire Chief or his/her designee.

- (a) A request for a trade of time shall be submitted for approval to the Fire Chief or his/her designee by the employee requesting such trade of time at least one (1) shift prior to the beginning of such trade unless otherwise approved by the Fire Chief or his/her designee. No employee will be allowed to earn overtime while on a trade or while off on benefit time. If the employee picking up the trade is sick and does not get another employee to trade that time, it is the responsibility of the person actually assigned to the shift to fill it as set forth above.

In the alternative, if sick leave is taken when scheduled to work a trade of time, it must be accompanied by a doctor's certificate, if required by the Department. In lieu of finding a replacement, the employee that is unable to fulfill the scheduled trade of time will have his/her accrued sick leave benefit deducted by one and one-half (1 ½) hours for each hour absent.

- (b) A request for a trade of time must be signed by both employees involved.
- (c) Under no circumstances shall the City be required or obligated to insure repayment of time under provisions of this Article.
- (d) The total number of hours worked in a given workweek shall not, for the purpose of computing overtime pay, include hours worked as a result of a trade of time.
- (e) Employees who abuse the privileges provided under this Article may be subject to disciplinary action including, but not limited to, the denial of future time trade requests.

ARTICLE 4 - WAGE RATES

Section 4.1 – Base Wages.

- (a) All fire fighters will be paid according to the Schedule in Exhibit "A" attached hereto. It is understood Exhibit A will be adjusted annually in accordance with Section 4.1(b) below.
- (b) Effective January 1, 2025, all Fire Fighters shall receive annual wage increases as determined by the Consumer Price Index (CPI), All Urban Consumers Index (U) for the St. Louis, Missouri/Illinois area in perpetuity as described below:

- (1) CPI Salary Adjustment – Maximum – 4.0%

Effective January 1 of each year, all ranks in the unit shall receive salary increases above each rank's current assigned salary which was in effect in the salary schedule on January 1 of the previous year as determined by the following conditions: Ranks in this unit shall receive salary adjustments based on the

annual average to the nearest one-tenth percent (.10%) increment change of the Consumer Price Index (CPI), All Urban Consumers Index (U) for the St. Louis, Missouri/Illinois area (1982-1984 =100 base). The period shall end August 31st of each year using the previous 12 months to calculate the CPI to be applied the following contract year to a maximum increase not to exceed 4.0%.

- (2) **CPI Salary Adjustment – Minimum – 1.5%**
Should the Consumer Price Index (CPI), All Urban Consumer Index (U) for the St. Louis, Missouri/Illinois area (1982-1984 = 100 base) for the annual average be less than 1.5%, all unit employees shall receive a 1.5% salary adjustment in lieu of CPI.
- (c) Annually, the City shall provide all Fire Fighters with the CPI average to be applied the following contract year and an updated salary schedule used in Exhibit A no later than October 30th of each year.
- (d) The following reference will be utilized for all CPI Calculations: U.S. Department of Labor, Bureau of Labor Statistics, CPI for All Urban Consumers (CPI-U) – St. Louis, Missouri/Illinois area.

Section 4.2 – Acting Pay and Field Training Officer

- (a) An employee who is required to accept the responsibilities and carry out the duties of a rank above that which he/she normally holds, shall be paid at the rate for that rank while so acting.
- (b) Any member performing duties as a Paramedic Field Training Officer will receive Fifty Dollars (\$50.00) per shift when they are assigned a student. If two (2) FTOs at the same station are with the student, only one of the FTOs will receive the adjustment. This section does not apply to the department “ride-along” program which is different than the “Student” learning program.

Section 4.3 – Longevity. An amount equal to a percentage of the base, hourly rate will be added to an employee’s base hourly wages, which amount will be determined as follows:

- (a) 4 years through 7 years 2%
- (b) 8 years through 11 years 4%
- (c) 12 years through 15 years 6%
- (d) 16 years through 19 years 8%
- (e) 20 years and over 10%

Section 4.4 – Dues Checkoff.

- (a) **Deductions.** The Employer agrees to deduct Union dues once a month from the pay of those employees who authorize such deductions in writing. The Employer is to submit a check with all deductions to the Treasurer of the local Union.
- (b) **Agency Shop Clause.** With respect to any fire fighter on whose behalf the Employer

has not received a written authorization as provided for in Section 4.3(a) above, the Employer shall deduct from the wages of the fire fighter, the maintenance share financial obligation, and shall forward said amount to Local 2625 by the 10th day of the month following the month in which the deduction is made, subject only to the following:

- (1) Local 2625 has certified to the Employer that the effected fire fighter has been delinquent in his/her obligation for at least sixty (60) days;
 - (2) Local 2625 has certified to the Employer that the affected fire fighter has been notified in writing of the obligation and the requirement of each provision of this Article;
 - (3) Local 2625 has certified to the Employer that the affected fire fighter has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to appear before the Executive Board of Local 2625 or its designee for the purpose of being heard on said objections.
- (c) **Indemnity.** The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

Section 4.5 – Payroll Deduction. The Employer agrees to deduct from the pay of an employee individual contributions to the financial institutions approved by the Finance Department.

ARTICLE 5 – SICK LEAVE

Section 5.1 – Accrual. All regular employees shall be allowed absence of leave from duties due to sickness or accident, without deduction from regular compensation, after thirty (30) days employment, at the rate of twelve (12) hours for each calendar month of employment.

Section 5.2 – Accumulation. Any unused days so allowable during any benefit year can be accumulated in succeeding benefit years until an employee has accumulated a total of seven hundred and twenty (720) hours of sick leave.

Section 5.3 – Pay for Unused. Employees who have accumulated sick days in excess of seven hundred and twenty (720) hours in a year shall be paid for fifty (50) percent of the accumulated excess over seven hundred and twenty (720) hours. Payment is to be made by the second pay period of November at the employee's regular rate of pay.

Unused sick leave up to four hundred and eighty (480) hours will be paid to an employee at his/her retirement as defined by the City of Collinsville Fire Pension Board or in the event of death to his/her heirs. Payment for accumulated excess over four hundred and eighty (480) hours shall be paid to said retiree at the rate of fifty (50) percent of such accumulated excess over four hundred and eighty (480) hours. Payment is to be made as soon as practical after the fire fighter retires at the fire fighter's regular rate of pay.

Section 5.4 – Notification. An employee absent because of illness must phone his/her supervisor prior to his/her scheduled starting time. The employee should call the Department as soon as he/she knows he/she will request sick leave.

Section 5.5 – Filing. All employees who take sick leave shall fill out and file with their supervisor, if required by the Department, a certificate stating the cause of his/her absence and the amount of time taken.

Section 5.6 – Certification. If the amount of sick leave claimed exceeds one (1) work day, such employee shall furnish a doctor's certificate, if required by the Department, certifying the cause of sickness or accident of the employee; that said employee was under his/her care; that it was a necessity that said employee be absent from work; and that the employee is fit to work. If sick leave is taken preceding or following any vacations, holidays or funeral leave, it must be accompanied by a doctor's certificate, if required by the Department.

Section 5.7 – Duty Injury. Any fire fighter injured in line of duty shall be compensated in accordance with Illinois State Statute.

ARTICLE 6 – VACATION

Section 6.1 – Scheduling/Length of Service. Vacation periods will be determined on the basis of length of service at the end of the employee's anniversary year. The Chief or his/her designee shall schedule all vacations in the Department. If there is work required and the Chief deems it necessary, the Chief may alter the vacation periods to adjust the work load.

Section 6.2 – Minimum Service. Any regular employee must have a minimum of six (6) months service in order to qualify for a vacation. All vacations earned during the anniversary year are allowable during the next anniversary year only.

Section 6.3 – Rate of Accrual. Vacations shall be paid based on length of service with the Employer as follows:

Vacation – Length of Service Allowance

Six (6) months through twelve (12) months	2 shifts
1 year through 4 years	4 shifts
5 years through 9 years	6 shifts
10 years through 14 years	7 shifts
15 years through 19 years	8 shifts
20+ years	9 shifts

Section 6.4 – Increments. Annual allotments of vacation may be taken in more than one (1) increment. Vacations scheduled on or before December 15th shall be taken in increments of

twenty-four (24) hours or more; vacations scheduled after December 15th may be taken in increments of no less than twelve (12) hours. These minimum increment standards may be waived only with the express permission of the Fire Chief or his/her designee.

Section 6.5 – Request for Vacation. Vacation periods will be granted on the basis of seniority. Anyone failing to file a request for a specific period loses the right to exercise his/her seniority after December 15 of each year.

Section 6.6 – Unused Vacation Pay. Unused vacation pay will be paid to an employee at his/her retirement as defined by the City of Collinsville Fire Pension Board or, in the event of his/her death, to his/her heirs.

Section 6.7 – Vacation Hours Rollover. Members will be allowed to rollover up to 48 hours of unused vacation to be used the next year.

ARTICLE 7 - HOLIDAYS

Section 7.1 – Holiday Time.

- (a) All employees shall receive eighty-eight (88) cumulative hours’ pay for the following holidays, even if not worked:

New Year’s Day (January 1)	Labor Day
Presidents’ Day	Veteran’s Day (November 11)
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Juneteenth	Christmas Day (December 25)
Independence Day (July 4)	

- (b) Holiday pay shall be calculated and paid each pay period by dividing the eighty-eight (88) hours of Holiday Time by twenty-six (26) pay periods (i.e. $88/26 = 3.38$ hours per pay.)

Section 7.2 – Worked Holiday. Employees who work on any of the foregoing holidays will receive straight time for hours worked plus holiday pay. Employees who work the shift that begins tour of duty at 7:00 a.m. on the day of a holiday will receive an extra four (4) hours pay in addition to the normal eight (8) hours holiday pay. Those employees working overtime on a holiday will receive four (4) hours pay prorated. It is understood that employees on sick leave will not receive the additional four (4) hours holiday pay.

Section 7.3 – During Vacation. Whenever a holiday falls within an employee’s vacation period, the employee shall receive an extra day’s pay.

ARTICLE 8 – FUNERAL LEAVE

Section 8.1 – Immediate Family. All regular employees shall be allowed up to thirty-six (36) consecutive hours of the employee’s regular shift as time off at the time of a death in the immediate family. For the purposes of this section, immediate family is defined as a spouse, child (natural,

adopted, foster, or step-child), sister, brother, parent (including natural, step-mother, step-father, or legal guardian, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, or grandchild).

For other relatives, the Fire Chief or his/her designee may grant an employee an emergency leave of absence for up to one full twenty-four (24) hour shift for the day of the funeral without loss of pay or deduction from sick leave. The time off allowed shall be decided on a case-by-case basis, dependent upon the circumstances and the relationship of the family member to the employee at the sole discretion of the Fire Chief.

Section 8.2 – Other Funeral. In the event an employee desires to attend a funeral of someone other than a family member as designated in Section 8.1, he/she may take up to one twenty-four (24) hour shift and the time off will be charged against his/her sick leave.

Section 8.3 – Eligibility. In order to qualify for this allowable time off, the employee must, as soon as known, notify his/her supervisor.

ARTICLE 9 – LEAVES

Section 9.1 – Jury Duty. Jury pay will be granted for jury duty by paying the difference between jury pay and regular time lost. It is understood that the employee will return to work after completing jury duty for the day. Employees that have verification of being summoned to appear for jury for a calendar day following their shift shall be granted the last eight (8) hours off that shift with pay.

Section 9.2 – Personal Leave. The Employer shall grant up to twenty-four (24) hours personal leave per year at full pay, subject to the following conditions:

- (a) Such leave shall not be cumulative.
- (b) A request for personal leave day shall be made to the Fire Chief or his/her designee. The Chief shall have discretion as to the timing of the allowance.
- (c) It is understood that leave will be granted for important business or personal reasons.
- (d) With the permission of the Chief, employees with less than four (4) years of service can be granted up to twenty-four (24) hours per year of their earned time for personal leave for any purpose regardless of staffing. Holidays listed in Section 7.1 are excluded from this specific paragraph.

Section 9.3 – Emergency Leave. In the event of a serious injury, illness or hospitalization of a member of an employee's household or other emergency situations at home that would jeopardize the health, safety or welfare of an employee's family members, the employee shall be permitted to utilize up to six (6) hours personal leave per incident, without loss of pay, upon first receiving authorization to leave the premises from the company officer (shift commander) regardless of manpower, provided the employee has personal leave hours available.

If the emergency situation is of such a serious nature or cannot be resolved within six (6) hours,

the employee may be authorized, by the shift commander or his/her designee, to utilize vacation time or sick time. The employee will relate the nature of the emergency to the company officer prior to leaving the premises and keep the company officer apprised of his/her status.

Section 9.4 – Union Business Leave. Local 2625 officers, by written request of the Local president, will be allowed a combined Local officers' total of twenty-four (24) hours off per year with pay for the purpose of conducting Union business. This time can be accumulated for two (2) years.

ARTICLE 10 – HEALTH INSURANCE

Section 10.1 – Hospitalization.

- (a) The Employer shall continue to provide health insurance coverage for all employees and their dependents. The Employer retains the discretion to advertise for bids or to negotiate a new policy at the end of the term of the existing policy, or to self insure, provided that during the period of advertising for new bids, renegotiating for a new policy, or developing a self-insured plan, the Employer will consult with and seek the input of the Union. The Union shall have the right to actively participate in this process, with the understanding that the final decision regarding any such new policy or self-insured program may be made by the Employer, subject to the provisions of this Article regarding reduction in benefits.
- (b) Effective July 1, 2005, the employer shall continue to pay all of the premium costs of health insurance coverage for full-time employees. As to the cost of dependent coverage, the employee shall pay twenty-five (25) percent of the difference between the cost of employee coverage and dependent coverage. The remaining seventy-five (75) percent will be paid by the Employer.
- (c) At the end of this Agreement, the parties agree to renegotiate the provisions of this Section 10.1(b) regarding any increases in dependent insurance coverage costs based upon the facts and circumstances which exist at the time. The Employer retains the discretion to advertise for bids for or to negotiate a new policy without any significant reduction in benefits from that of the existing policy.
 - (1) For any fire fighter retiring after December 31, 1994 and before January 1, 1998, the Employer will contribute one hundred dollars (\$100) per month toward health insurance as long as they continue on the city's health insurance plan.
 - (2) For any fire fighter retiring after January 1, 1998, the Employer will contribute up to two hundred dollars (\$200) per month toward his/her and/or dependent health insurance premiums.
 - (3) For any fire fighter retiring after January 1, 2005, the Employer will contribute up to two hundred fifty dollars (\$250) per month toward his/her and/or dependent health insurance premiums.
 - (4) For any fire fighter retiring after January 1, 2008, the Employer will contribute

up to two hundred seventy-five dollars (\$275) per month toward his/her and/or dependent health insurance premiums.

- (5) For any fire fighter retiring after January 1, 2022, the Employer will contribute an amount equal to sixty-six point seven percent (66.7%) of the cost of employee coverage per month toward his/her health insurance premiums.
- (6) It is understood that retirees will receive the contributions in (1), (2), (3),(4), or (5) above only as long as they continue on the Employer's health insurance plan, and only until attaining the age of sixty-five (65).

Section 10.2 – Workers' Compensation. Employees are protected by Workers' Compensation Insurance. Absence from work due to duty related illness or injury for which compensation is received is not deducted for service time for determining seniority or benefits.

Section 10.3 – Personal Property. The Employer shall pay to replace dentures and prescription glasses lost in the line of duty. In the event of contacts lost in the line of duty, the Employer will reimburse the fire fighter for any cost incurred above the amount paid by an insurance policy, up to a maximum of three hundred dollars (\$300). The Employer will not reimburse employees for damaged or lost cell phones. All losses must be verified as lost in the line of duty by the Fire Chief or the City Manager.

Section 10.4 – 125 H Plan. The employer agrees to establish a 125 H plan for employees.

Section 10.5 – 457 K Plan. The employer agrees to establish a 457 K plan for employees.

ARTICLE 11 – RETIREMENT FUND

Section 11.1 – Employer Contribution. The Employer contributes to the City of Collinsville Fire Pension Fund for all unit members. During the contract term, the Employer's contribution will be in accordance with Illinois Pension Code, (40 ILCS 5/) revised March 11, 2005, Pensions Article (Firefighters' Pensions Fund Municipalities 500,000 and under).

The parties have agreed that, pursuant to Internal Revenue Code Section 414(h), the Employer will pick up the fire fighter's contributions to the Fire Pension Fund. The Employer shall implement such plan by making an equivalent base salary reduction.

ARTICLE 12 – EDUCATION REIMBURSEMENT AND CLOTHING ALLOWANCE

Section 12.1 – Tuition Eligibility. The Employer will pay the cost for tuition and books for accredited fire science or related courses, and if necessary general studies courses, provided the student receives a passing grade, and further provided the course is required in the pursuance of an Associate's, Bachelor's or Master's Degree in fire science or other approved course of study. The Employer will continue the current tuition reimbursement practice (January 1, 2002) for all required EMT and paramedic re-certification courses. All courses must be approved by the Fire Chief. The following shall also apply:

- (a) No reimbursement will be made in cases where any federal, state or local agency or

subdivision underwrites the cost. The term “approved course of study” as used in this section means an approved course of study as defined in Section 12.3(d).

- (b) The Employer’s per quarter hour or per semester hour costs for educational reimbursement for tuition, books, and fees (excluding EMT and paramedic recertification fees and mandatory fire classes) for an individual employee shall not exceed the Illinois resident per semester hour or per quarter hour cost of pursuing the approved course of study at Southern Illinois University Edwardsville (SIUE). If SIUE does not offer the approved course of study, the Employer’s per quarter hour or per semester hour costs shall not exceed the per quarter hour or per semester hour cost costs of pursuing a Bachelor of Liberal Studies degree from SIUE. An approved course of study may be pursued at any accredited college or university, however in no event shall the Employer be liable for reimbursement in an amount which exceeds the SIUE per semester hour or perquarter hour cost as set forth above.
- (c) “Accredited” shall be defined as a school, college, or university listed by the Middle States, New England, North Central, Northwest, Southern or Western Association of Schools and Colleges; those eligible for federal and/or state funding; or any other institution given prior approval by the Employer.
- (d) Enrollment in Associate’s Degree programs shall be limited to SouthwesternIllinois College, unless otherwise authorized by the Fire Chief in advance.
- (e) Reimbursement shall be made by the Employer at the end of the semester in which costs are incurred, provided the fire fighter is still in the employ of the Collinsville Fire Department.
- (f) Fire fighters shall be liable for repayment of tuition reimbursement benefits if he/she leaves the service of the Employer within five (5) years of receipt of those benefits.
 - (1) Repayment shall be prorated at one hundred (100) percent (1st year), eighty (80) percent (2nd year), sixty (60) percent (3rd year), forty (40) percent (4th year), and twenty (20) percent (5th year).

Section 12.2 – Requirements and Procedures.

- (a) The Employer will pay one hundred (100) percent of the actual cost of tuition and books incurred by an eligible fire fighter for classes required in pursuit of an eligible Associate’s, Bachelor’s or Master’s Degree.
 - (1) Programs must be in fire science or a related field as defined in Section 12.3(d).
 - (i) Other programs may qualify if the fire fighter can show a reasonable relationship to the fire service, subject to the Fire Chief’s discretion.
- (b) Prior to enrolling in any class for which reimbursement is sought, the fire fighter must notify the Employer by September 15th of the previous year.
- (c) Reimbursement is limited to tuition and books only, and will not be paid except upon

presentation of valid receipt showing tuition payments and/or book purchases.

- (d) Educational reimbursement is available to reimburse the fire fighter only for out-of-pocket expenses. It is not available to the firefighter to the extent that such costs are paid from extracontractual sources such as grants, scholarships, fellowships, or institutional gifts.
 - (1) Fire fighters are required to report any such grants, scholarships, fellowships, or gifts that cover or may be applied to tuition or books.
 - (2) Acceptance of reimbursement money from the City in addition to unreported funds from grants, scholarships, fellowships, or gifts constitutes fraud and is cause for discipline up to and including discharge.
- (e) Tuition is paid only for actual required classes and not proficiency certifications. Tuition will be paid for both mandated and elective classes, as long as they are necessary to complete degree requirements.
- (f) In order to be eligible for educational reimbursement for any class, the fire fighter must have received a passing grade of “C” or above in that class.
- (g) The Employer will pay one hundred (100) percent of the actual costs, as defined in Section 12.1(b), provided the firefighter is not already receiving educational degree pay under Section 12.3 for a degree at an equal or greater level.
- (h) The Employer will not be required to provide more than thirty-six (36) hours of reimbursement per fiscal year to any single employee, unless otherwise approved by the City Manager.
- (i) The Employer will not be required to reimburse any amount above the amount a fire fighter would be entitled to if the fire fighter had successfully completed the credit hours at SIUE, as defined in Section 12.1(b).
 - (1) The maximum amount of reimbursement will be determined by taking the total number of credit hours successfully completed by the fire fighter and determining the cost of that number of credit hours using the tuition and fee schedule matrix set forth on the SIUE website for “new” students.
 - (i) Example: A fire fighter completes six (6) credit hours; the fire fighter is reimbursed an amount equal to the cost of tuition and fees for six (6) hours as provided on the SIUE tuition and fee schedule.
- (j) The tuition reimbursement procedure outlined in this Article shall be applied beginning with the spring 2012 academic periods.

Section 12.3 – Educational Degree.

- (a) Upon satisfactory completion of sixty-four (64) semester hours and the attainment of an Associate Degree or higher in fire science or paramedic technology, the sum of three hundred fifty dollars (\$350) per year will be paid each year as a bonus for its accomplishment. Effective January 1, 2008, the sum shall increase to nine hundred

dollars (\$900) per year.

- (b) Upon satisfactory completion of an approved course of study and attainment of a Bachelor's Degree or higher, the sum of one thousand four hundred dollars (\$1,400) per year will be paid as a bonus for its accomplishment.
- (c) Upon satisfactory completion of an approved course of study and the attainment of a Master's Degree or higher, the sum of one thousand six hundred dollars (\$1,600) per year will be paid as a bonus for its accomplishment.
- (d) Approved courses of study shall include fire science/fire technology, biological sciences, nursing, business administration, business economics and finance, civil engineering, public administration, or any other course or study given prior approval at the sole discretion of the Employer.
- (e) Employees shall be eligible for no more than one thousand six hundred dollars (\$1,600) per year educational bonus.
- (f) Effective January 1, 2008, the educational incentive pay shall be added to the employee's base hourly rate to be paid over the course of the year by dividing the amount of the incentive by two thousand one hundred and eighty-four (2,184) hours.
- (g) Effective January 1, 2019, the education incentive pay shall be calculated and paid each pay period by dividing the sum of the applicable by twenty-six (26) pay periods. (As an example: $\$900 \div 26 = \34.62 per pay period.)

Section 12.4 – EMT Certification Renewal.

- (a) Effective January 1, 2019, the Employer shall pay all renewal fees incurred, and any overtime pay for necessary classes attended, by any fire fighter required to renew his/her EMT/Paramedic certification with the Illinois Department of Public Health.

Section 12.5 – Fire Fighter III/Advanced Technician (Fire fighter). Upon attainment of Certified Fire Fighter III/Advanced Technician (Fire fighter), one hundred dollars (\$100) per year will be paid September 1 of each year for this accomplishment.

Section 12.6 – Uniforms.

- (a) **Allowance.** A uniform allowance of seven hundred and fifty dollars (\$750) will be paid on September 1. New employee's uniform allowance shall be pro-rated on a per month basis.
- (b) **Initial Issue.** New employees shall be furnished with the following:
 - 3 Button Down Short Sleeve Shirts
 - 2 Button Down Long Sleeve Shirts
 - 5 Trousers
 - 2 Uniform Job Shirts
 - 6 Uniform "T" Shirts

- 1 Duty Jacket
- 1 High Visibility Jacket
- 2 High Visibility Vests
- 2 Fire Department Badges
- 2 Uniform Name Plates
- 6 Collinsville Fire Dept. Shoulder Patches
- 1 Uniform Style Baseball Cap
- 1 Uniform Style Watch Cap
- 2 Pair Duty Boots

- (c) **Turn-out Equipment.** The Employer shall furnish all turn out equipment. All equipment shall meet or exceed N.F.P.A. standards. It is understood that the turn out equipment will revert back to the Employer, when practical, at the time an employee terminates. New employees shall be furnished with the following:

- 2 Flashlights
- 2 Bunker Coats
- 2 Pair Bunker Pants
- 2 Pair Bunker Boots
- 2 Helmets, Shields, Straps
- 2 Pair Prescription SCBA Safety Glasses (as needed)
- 1 SCBA Mask (appropriately fitted)
- 2 Pair Structural Fire Fighting Gloves
- 2 Pair Overhaul/Extrication Gloves
- 2 Fire Fighting Hoods

- (d) **Lockers.** The Employer shall furnish a locker in one Fire Station for each fire fighter for storage of official uniforms.
- (e) **Uniform Appearance.** All fire fighters must maintain a professional appearance and approved uniform when on-duty and when accepting overtime or call-ins.

The following rules will apply:

- (1) Uniforms, including shoes and outerwear, will not have tears or stains.
- (2) Uniforms that are extremely faded or worn must be replaced with the official approved uniform (including shoes).
- (3) Fire fighters accepting call-ins shall wear an approved uniform when responding on emergency calls.
- (4) Fire fighters shall not be disciplined for the lack of an approved uniform due to a time restraint created by emergency calls.
- (5) After the probationary period, a fire fighter is required to have a Class "A" Fire Department Dress Uniform with the appropriate dress hat, name pin, badge, belt,

and shoes. Fire fighters are required to keep and maintain their Class “A” uniform.

- (f) **Mandatory Uniform Changes Made by Employer.** Any mandatory uniform change made by the employer will be paid for by the employer. Maintenance of said uniforms will be handled as previously stated in this agreement.

ARTICLE 13 – JOB PROTECTION – MANAGEMENT RIGHTS

Section 13.1 – Board of Commissioners. The Employer and the Union agree that employment with the City is subject to the Rules and Regulations of the City of Collinsville Board of Fire and Police Commissioners.

Section 13.2 – Management Rights. The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.

- (a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- (b) To plan, direct, control and determine the operations or services to be conducted by employees of the Employer;
- (c) To determine the methods, means, number of personnel needed to carry out the Department’s mission;
- (d) To direct the working forces;
- (e) To hire and assign or to transfer employees within the Department or other related functions;
- (f) To promote, suspend, discipline or discharge for just cause;
- (g) To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (h) To make, publish and enforce reasonable rules and regulations;
- (i) To introduce new or improved methods, equipment and facilities;
- (j) Nothing in this Agreement shall be deemed to limit or restrict the Employer in any way in the exercising of the customary functions of management described above, except that these management rights shall not be used for the purpose of discrimination against any employee.
- (k) The City Council has the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.

Section 13.3 – No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed, national origin or disability.

Section 13.4 – Job Protection. Fire fighters will perform normal fire fighters’ duties without performing duties of other crafts. Only full time, paid fire fighters will operate any Fire Department equipment except in extreme manpower shortages.

Section 13.5 – Residency. Fire fighters will be subject to the following residency requirements:

- (a) Fire Fighters shall reside within a fifteen (15) mile radius of any Collinsville Fire Station in order to remain eligible for call-ins for emergency calls or box alarm fires.
- (b) If a change in a Fire Fighter’s residence impacts his ability to respond in a timely manner to call-in requests, the Fire Chief may remove the identified Fire Fighter from the call-in list at his/her discretion.
- (c) Fire Fighters may live outside of the limits described above, but within a **thirty (30)** mile radius of any Collinsville Fire Station.
- (d) The Employer shall, at the sole discretion of the City Manager and City Council, have the authority on a case-by-case basis to allow a Fire Fighter to reside farther than the limits described above.
- (e) Newly-employed Fire Fighters shall be allowed six (6) months after their probationary period to establish residency within the boundaries described in this Section 13.5.

Section 13.6 – Promotions.

- (a) **General.** All promotions within the Collinsville Fire Department outside of the rank of Chief (and Assistant Chief should such a position exist now or in the future) shall be in accordance with this Agreement. All provisions of the Illinois Fire Department Promotion Act (50 ILCS 742/1, et seq.) (“Act”) shall apply to the promotion process unless they are in express conflict with the provisions of this Agreement.
- (b) **Weights.** Promotions shall be made via competitive testing and evaluation by the Board of Fire and Police Commissioners, with weights for each of the four components as follows:

Written Test	Forty-five (45) percent
Subjective Evaluation	Thirty (30) percent
Ascertained Merit	Fifteen (15) percent
Seniority/Time in Grade	Ten (10) percent

*** Military points shall be awarded after a preliminary promotional list is posted as per all applicable state and federal statutes.

(c) **Minimum Score.** The minimum passing score shall be sixty-five (65) percent, based upon the aggregate weighted scores of the four components.

(d) **Seniority.** Calculation for seniority shall be determined from the official hire date as a full-time employee. Two-thirds (0.667) of one (1) point shall be awarded to an employee who has completed five (5) years from the date of his/her hire. Another two-thirds (0.667) of one (1) point shall be added for each subsequent year to twenty (20) years of service, for a total of no more than ten (10) possible seniority points in a one hundred (100) point scale. Seniority shall be calculated up to and including the date of the written exam.

(1) In the case of a partial year of service, points shall be calculated as 0.00183 for each creditable day of service in the partial year, not to exceed two thirds (0.667) of one (1) point. The partial point shall be calculated by rounding to the nearest hundredth (5/1000th [0.005] and above rounded up, 4/1000th [0.004] and below rounded down).

i. Example: An employee has seven years and 214 days of creditable service on the day of the written exam. The employee shall receive:

0.667	First five years of seniority
1.334	0.667 x 2 for years six and seven completed
0.392	0.00183 x 214 days completed
2.393	Total Points

(2) Only members with a minimum of two (2) years seniority on the date of the written test shall be allowed to test for promotion; however, no member shall be promoted to any vacancy unless that member has a minimum of five (5) full years seniority at the time the vacancy is created. Should a candidate test and be placed on the promotions final eligibility list without the minimum five (5) years seniority, that member shall hold his/her position on the list if passed over for promotion until the list expires, or he/she is promoted. Should there be no member with a minimum of five (5) years seniority on the final promotional list at the time of a vacancy, the member on the list with the most seniority shall be promoted.

(e) **Time in grade.** Time in grade shall be defined as the years of service, or parts thereof as calculated in this Agreement, from the date of promotion to a given rank. Time served in a temporary promotion to the rank being tested shall also be included as time in grade, provided that the temporary promotion was formally granted in writing by the Board of Fire and Police Commissioners. “Move-up” time as determined on a daily basis shall not be included. Time in grade for the first promotion only shall not be calculated and all ten (10) points shall be based upon seniority. For all subsequent promotions, one (1) point per whole year of time in grade to a maximum of five (5) points shall be awarded; additionally, one-third (0.333) of one (1) point for the employee’s first five (5) years of seniority and one-third (0.333) of one (1) point for each subsequent whole year shall be awarded to a maximum of five (5) points at twenty (20) years.

- (1) Example: An employee testing for captain has 12 years, 116 days of seniority on the day of the written exam. The employee also has 2 years, 58 days of time in grade as a lieutenant. The employee shall receive:

0.333	First five years of seniority
2.331	0.333 x 7 for years six through 12
0.000	No credit for partial year seniority
2.000	1.000 x 2 for two whole years' time in grade
0.000	No credit for partial year time in grade
4.664	Total points

- (f) **Ascertained Merit.** Ascertained merit shall be weighted to a maximum of fifteen (15) points on a one hundred (100) point scale. One (1) point shall be awarded for each OSFM certification above Fire fighter II, with additional points earned as per the table below:

Associate's Degree or higher in Fire Science/Fire Technology	5
Associate's Degree or higher in Paramedic Technology	4
OSFM Certified Fire Officer I	3
OSFM Certified Fire Officer II	3
OSFM Certified Fire Fighter III	1
OSFM Certified Fire Apparatus Engineer	1
OSFM Certified Vehicle/Machinery Ops (Roadway Extrication)	1
OSFM Certified Fire Investigator	1
International Building Code Certified Inspector	1
CPR Instructor	1

- (g) **Subjective Evaluation.** Subjective evaluation shall be weighted to a maximum of thirty (30) points on a one hundred (100) point scale and shall be based upon:

- (1) Oral examination of the candidates as established by the Board of Fire and Police Commissioners or its designated testing authority, to a maximum of twenty-five (25) points.
- i. Should the Board of Fire and Police Commissioners decide to utilize a panel of outside evaluators for the oral examination, it shall submit in writing to the Employer a list of at least five (5) names from which the panel shall be chosen. This list shall be made available to the executive board of Local 2625 not less than ten (10) business days prior to the date of the oral examinations. Local 2625 shall have the right to strike up to two (2) names, provided it does so in writing within five (5) business days of receipt of the list.
- (2) Subjective evaluation by the Chief of the Department, to a maximum of five (5) points, based upon:
- i. Departmental Development and Initiative (maximum two [2] points), based upon the Chief's determination regarding the candidate's

performance or additional duties and responsibilities beyond normal fire fighter and paramedic duties. Examples include, but are not limited to, hose testing, equipment maintenance, hydrant flowing and maintenance, etc.

- ii. General Attitude and Teamwork (maximum three [3] points), based upon the Chief's assessment of the candidate's general attitude and teamwork displayed by the candidate.
- (h) **Written Examination.** Written examination shall be weighted to a maximum of forty-five (45) points on a one hundred (100) point scale. The written exam shall be given as the last component of the promotional process, and only after scores for each component have been posted. The examination is to be administered by the Board of Fire and Police Commissioners or its designated testing authority. The preliminary promotion list shall be posted within ten (10) business days of the test, or within ten (10) business days of receipt of the written test results if graded off-site.
- (i) **Monitors.** Local 2625 shall waive the requirement of an impartial monitor for the subjective evaluation and written test/scoring for the first promotion test following this Agreement. The Local intends to waive this requirement so long as harmonious labor/management relations continue, but reserves the right to exercise this portion of the Act for any testing cycle, provided the Local advises the Employer of this decision a maximum of thirty (30) calendar days following notice of the beginning of a promotional test cycle.
- (j) **One Year Notice Waived.** For the first promotional exam following May 1, 2005, Local 2625 shall waive the one-year notice requirement of the Act for all certifications and requirements that are used as part of the promotion formula. Additionally, Local 2625 agrees that all current certifications held by Fire Department members shall be considered under the ascertained merit scale of this Agreement, without requiring the Employer to offer the same certification classes to all members of the Department equally. However, all future training that can be considered part of the promotion formula, if offered to any one member, shall be offered equally to all members of the Department.
- (k) Both parties agree to negotiate an updated promotional process that will take effect in place of the entirety of Section 13.6 after the completion of the 2025 promotion process.

Section 13.7 – Minimum Manning. The Employer shall employ a minimum of thirty-two (32) full-time paid on-duty fire fighters. There shall be a minimum of eight (8) full-time paid on-duty fire fighters per shift. These minimums apply to two (2) operational fire stations. In the event that additional fire stations are placed into service, the Union and the Employer agree to negotiate a reasonable increase to the above minimums. In situations where available on-duty staffing is reduced by emergency calls, the following shall apply:

- (a) In order to maintain fire protection and EMS for the community, The Shift Commander or his/her designee shall call in all available full-time paid FireFighters

necessary in an effort to appropriately staff remaining Fire/EMS apparatus as described below:

- (1) A minimum of five (5) full-time paid Fire Fighters shall be maintained in the event there is no available three (3) man fire apparatus within the City staffed by on duty personnel.
 - (2) A minimum of four (4) full-time paid Fire Fighters shall be maintained in the event there is an available three (3) man fire apparatus within the City staffed by on duty personnel.
- (b) The Shift Commander, or his/her designee, shall have the authority to request additional manpower through call-in and/or mutual aid request to mitigate an emergency situation and to maintain appropriate personnel to provide for the safety of the community. The exercise of such authority by Shift Commander shall, at all times, adhere to Department policies regarding staffing for exigent and emergency circumstances.
- (c) Shift Commanders must obtain permission from the Chief-on-call prior to requesting additional staffing for pre-planned or special events.

Section 13.8 – Facilities. The Union agrees the existing fire stations are taken in an “As Is” condition with respect to the living and sleeping accommodations afforded by the existing stations and that the Employer is under no obligation to alter the existing fire stations by reason of the requirements imposed by Section 13.7.

Section 13.9 – SOP Advisory Committee. An SOP Advisory Committee will be formed to facilitate discussion on topics such as Rules and Regulations of the Fire Department. This five (5) member Committee shall consist of two (2) Department Officers as selected by the Fire Chief; the Union President; and one (1) member from the Union Executive Board. The final member will be chosen by the Union President from a list of five (5) Union members selected by the Fire Chief.

The Committee’s purpose will be to review policies and make recommendations to the Fire Chief. While the Fire Chief retains final authority on policies, the Committee’s recommendations will be reviewed with significant weight by Administration.

Section 13.10 – Annual Physical. The Employer shall pay for any and all costs for full medical physicals. Medical physicals will be mandatory and will be structured with guidance from the IAFF/IAFC Joint Labor Management Wellness-Fitness Initiative and NFPA 1582.

Components of the medical exam include:

- Physical exam
- EKG stress test
- Spirometry
- Audiometry
- Vision acuity
- Diagnostic testing as indicated; i.e. blood test, chest x-ray, etc.

14 – GRIEVANCE PROCEDURE AND UNION BUSINESS

Section 14.1 – Procedure. In the event that any dispute concerning the interpretation or application of this Agreement shall arise, the procedure to be followed in an effort to reach a mutual understanding shall be in the order as herein indicated:

- (a) **Step 1 - Grievance Committee/Fire Chief.** Should an employee feel that his/her rights and privileges have been violated, the employee shall first attempt to resolve the problem by making the grievance known to the grievance committee. If the committee feels the grievance has merit, it shall take the grievance to the Chief.
- (b) **Step 2 – City Manager.** If the grievance is not settled at Step 1, the grievance may be referred in writing, within ten (10) working days after receipt of the decision of the Fire Chief, to the City Manager. Within ten (10) working days after the grievance has been filed, the City Manager shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The City Manager shall respond in writing to the grievant and the Union within ten (10) working days following the meeting.
- (c) **Optional Step 3 - City Council.** If the grievance is not settled at Step 2, the grievance may be referred in writing within ten (10) working days after the receipt of the City Manager, to the City Council. This Step 3 shall occur strictly at the unilateral option of the City Council. If the Council decides to consider the grievance, it shall meet with the Union representatives and the grievant within ten (10) working days after the grievance has been filed at this step to discuss the grievance. Any such meeting shall occur in executive session with the “personnel matter” exception of the Illinois Open Meetings Act. The City Council shall respond in writing to the Union within ten (10) working days after the meeting.
- (d) **Optional Step 4 - Grievance Mediation.** If the grievance is not satisfactorily resolved at Step 3, or at Step 2 if Step 3 has not been used, it may be submitted by mutual agreement for mediation within five (5) business days after receipt of the City Manager’s Step 2 response; provided the parties mutually agree to mediation. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance. Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If such settlement is not forthcoming, the mediator shall issue an advisory oral opinion, on the spot and in the presence of both parties, which expresses the mediator’s prediction of how the grievance will be resolved if it is taken to arbitration for an award. The parties may resume their efforts to reach a settlement after hearing the mediator’s advisory opinion. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. In the event that a grievance which has been mediated subsequently goes to arbitration, the person who served as the mediator cannot serve as the arbitrator of that grievance. Nothing said or done by the mediator may be referred to in arbitration. Nothing said or done by either party in the mediation meeting may be used against it at arbitration.

- (e) **Step 5 - Arbitration.** If the grievance is not resolved at Step 2, Step 3, or Step 4, as the case may be, the grievance may be submitted by either party to arbitration within five (5) working days of the decision at the next lower procedural step, by written notice to the other party.
- (1) **Arbitrator Selection/Decision.** The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within twenty-one (21) days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either party or parties, to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel.
 - i. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and concluded within twenty-one (21) days after the arrival of names. The remaining person shall be the arbitrator.
 - (2) The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument, which decision shall be honored by the parties hereto, if legally permissible.
 - (3) **Arbitration Fees/Expenses.** The fees and expenses of the arbitrator shall be borne by the party whose position is not sustained by the arbitrator. The arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his/her fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 14.2 – Employee Time Off.

- (a) **Grievance Processing.** A member of the Bargaining Unit shall be allowed time off with pay to process grievances.
- (b) **Negotiating Team.** The four (4) members of the negotiating team of the Union shall be allowed time off with pay to attend meetings with the Employer scheduled at the mutual convenience of both parties.

Section 14.3 – Time Limits. All grievances shall be submitted within thirty (30) days of its occurrence or, if later, the date on which either the employee or the Union knew or reasonably should have known of its occurrence.

ARTICLE 15 – NO STRIKE / NO PICKETING

Section 15.1 – During the term of this Agreement, there shall be no strike, work stoppage, slow down, picketing or lockout.

ARTICLE 16 – PREVAILING RIGHTS

Section 16.1 – Prevailing Rights. All rights, privileges, and working conditions enjoyed by the employees at the present time, except to the extent modified by this Agreement, shall remain in force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

Section 16.2 – Rules and Regulations. The Union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that any employee disciplined under the rules and regulations shall have access to the grievance procedure.

ARTICLE 17 – SUCCESSORSHIP

Section 17.1 – Successorship. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE 18 – SAVING CLAUSE

Section 18.1 – Savings. 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 19 – SUBSTANCE ABUSE

Section 19.1 – Statement of City Policy. It is the policy of the City of Collinsville that the public has the reasonable right to expect persons employed by its Fire Department will be free from the effects of drugs and alcohol. The City, as the Employer, has the right to expect employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employee.

Section 19.2 – Prohibitions.

- (a) Consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job site, including all City buildings, properties and vehicles while engaged in City business, except as required in the line of duty;
- (b) Illegally possessing, selling, purchasing, or delivering any illegal drug at any time, except as required in the line of duty;
- (c) Being under the influence of alcohol during the course of the workday;
- (d) Being under the influence of drugs at any time except as prescribed by a physician;
- (e) Failing to report to his/her supervisor any known adverse side effects of medication

or prescription drugs which he/she is taking.

Section 19.3 - Drug and Alcohol Testing Permitted. Where the Employer has reasonable suspicion and just cause to believe that an employee is under the influence of alcohol or has abused prescribed drugs during the course of the workday, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this order. A supervisor must certify in writing his/her reasonable suspicions and just cause concerning the affected employee prior to any order to submit to the testing authorized herein. Confirmation by a second person of reasonable suspicions and just cause is required. There shall not be random or unit wide testing of employees. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as Fire Department employees prior to their date of hire.

Section 19.4 - Order to Submit to Testing. At the time an employee is ordered to submit to testing authorized by this order, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Local 2625 grievance committee, executive board, or any other Local 2625 member of his/her choosing at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Local 2625 representation and/or legal counsel. 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 that he/she may have.

Section 19.5 – Confidentiality. The Union and the Employer agree to keep the names of the employees undergoing this procedure confidential. The Employer agrees not to contact law enforcement authorities as a result of a positive test.

Section 19.6 – Tests to be Conducted. In conducting the testing authorized by this agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that is accredited by the National Institute of Drug Abuse (NIDA);
- (b) Ensure that the laboratory or facility selected conforms to all NIDA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result;
- (d) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (e) Collect the sample in such a manner as to preserve the individual employee's right to privacy and ensure a high degree of security for the sample and its freedom from adulteration;

- (f) Confirm any samples that test positive in the initial screening for drugs by testing the second portion of the 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 metabolites;
- (g) Provide the employee tested with an opportunity to have an additional test, using the third sample, by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; should the third sample return negative, cost of the third sample shall be borne entirely by the Employer.
- (h) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or form adverse to the employee's interests;
- (i) Require that with regard to alcohol testing, the following table shall be used to determine what concentrations of blood alcohol* constitute a positive test result:

Elapsed Time Since Employee Has Begun His/her Workday to Time the Employee Gives the Blood Sample	Considered Unimpaired	No Presumption	Presumed to have been Impaired
0 hour – 1 hour	.05 or less	> .05 but < .08	.08 or more
1 hour – 2 hours	.04 or less	> .04 but < .08	.08 or more
2 hours – 3 hours	.03 or less	> .03 but < .08	.08 or more
3 hours – 4 hours	.02 or less	> .02 but < .07	.07 or more
4 hours – 5 hours	.01 or less	> .01 but < .06	.06 or more
5 hours – 6 hours	.00 or less	> .00 but < .05	.05 or more
6 hours – 7 hours	.00 or less	> .00 but < .04	.04 or more
7 hours – 8 hours	.00 or less	> .00 but < .03	.03 or more
8 hours – 9 hours	.00 or less	> .00 but < .02	

*Percent by weight of alcohol in the blood shall be based upon the grams of alcohol per 100 cubic centimeters of blood.

- (j) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (k) Ensure no employee is the subject of any adverse employment action except emergency temporary suspension with pay during the pendency of any testing procedure. Any such emergency suspension shall be immediately discontinued in the event of a negative test result.

Section 19.7 – Right to Contest. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion and just cause for ordering an employee to undertake a test,

whether a priority chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in the Local 2625/City of Collinsville labor agreement.

Local 2625 and/or the employee, with or without Local 2625, shall have the right to file a grievance concerning testing permitted by this order, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impaired, any legal rights that employees may have with regard to such testing.

Section 19.8 – Treatment.

- (a) The parties agree to establish a Joint Labor/Management Committee to establish on Employee Assistance Plan (EAP). The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse. The Employer shall pay the cost of the EAP.
- (b) Nothing in this contract shall limit the Employer's right to discipline employees from misconduct. However, an employee who tests positive or who will be disciplined as a result of drug use or abuse may elect to meet with the EAP counselor and/or to seek further treatment for drug use or abuse. The Employer shall suspend the imposition of discipline for positive test results pending an employee's participation in the EAP program or further treatment. If the employee successfully completes the EAP program or treatment the discipline shall be rescinded and the employee's record cleared.
- (c) The employer shall provide health insurance which covers the cost of the EAP program and/or subsequent treatment. The Insurance should provide for both outpatient and inpatient treatment depending on the appropriate course in each employee's case. The inpatient treatment covered shall be of at least thirty (30) days duration.
- (d) If the nature of the EAP or treatment program (e.g. outpatient treatment) allowsthe employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status. If an employee participates in an inpatient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his/her former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his/her treatment leave.
- (e) Nothing in this Section shall prevent an employee from seeking treatment ortaking a treatment leave more than one time in a year.

Section 19.9 – Indemnification. The Employer agrees to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug/alcohol testing program.

Section 19.10 – Voluntary Requests for Assistance Prior to a Request for Reasonable Suspicion Testing.

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem if such treatment requests occur prior to a request for reasonable suspicion testing, other than the Employer may require suspension of the employee with pay if he/she is then unfit for duty in his/her current assignment.

The Employer shall make available means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner or form adverse to the employee's interests, except reassignment as described above.

Section 19.11 – Discipline. All employees who voluntarily seek assistance with drug and/or alcohol related problems prior to a request for reasonable suspicion testing shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- (a) An employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The employee permanently discontinues his/her use of illegal drugs or abuse of alcohol;
- (c) The employee completes the course of treatment prescribed, including and "aftercare" group, for a period of up to twelve (12) months.

Employees who do not agree to the foregoing, or who test positive for the presence of illegal drugs or alcohol during the hours of work upon reasonable suspicion testing, shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of his/her position or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct. Employees who are taking prescribed or over the counter medication that has adverse side effects which interferewith the employee's ability to perform his/her normal duties may be temporarily reassigned with pay to other more suitable duties.

All discipline in situations involving a positive test shall be administered on a case by case basis and following the principles of just cause and progressive discipline.

The Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

Section 19.12 – Savings Clause. The parties agree that this policy and Employee Assistance

Program shall not diminish the rights of the individual employees under state and federal laws relating to drug testing, nor to an employee’s right to utilize the grievance and arbitration procedures of the collective bargaining agreement.

Section 19.13 – Positive Test Result. Positive test result means a finding of the presence of drugs or their metabolites in the sample tested in levels at or above the following levels:

Amphetamines	0.7 ug/mL
Barbiturates	0.3 ug/mL
Benzodiazepines	1.0 ug/mL
Cocaine Metabolite	0.3 ug/mL
Opiates	0.3 ug/mL
PCP (Phencyclidine)	75 ng/mL
THC (Metabolite marijuana)	100 ng/mL

ARTICLE 20 – INOCULATIONS

Section 20.1 – Inoculations.

- (a) The City shall administer or provide, at City expense, a Hepatitis B Virus (HBV) Inoculation Series to all fire fighter/paramedics, and all fire fighter/paramedics shall receive such inoculation.
- (b) The City shall administer or provide a verification test of successful inoculation to any fire fighter/paramedic that receives the inoculation series, any subsequent testing every five (5) years and additional inoculations or boosters that may become necessary.
- (c) As inoculations become available (as approved by the FDA) for additional strains of hepatitis, Human Immunodeficiency Virus (HIV) related conditions or Acquired Immunodeficiency Syndrome (AIDS) antibody positive conditions, such inoculations shall be provided to fire fighter/paramedics on a voluntary basis at City expense (to the extent not covered by insurance).
- (d) The City shall offer, on an annual basis, to administer and pay for a Hepatitis C Virus test to all fire fighter/paramedics who wish to participate in said testing. The testing and any related follow-up shall be done on the fire fighter/paramedic’s own time.

ARTICLE 21 – MODIFIED RETURN TO WORK PROGRAM

Section 21.1 – Purpose. This program provides an employee who is temporarily unable to perform the full scope of his/her pre-injury job classification due to an on-duty or off-duty injury or non-contagious illness with the opportunity to do productive work, thereby minimizing the number of lost work days.

Section 21.2 – Concept. This program is designed to facilitate the early return to work of employees who have been injured or who are ill. It has been shown that a worker, who is injured

or ill, will recuperate faster and return to unrestricted duty quicker when allowed to participate in a modified capacity. This program is NOT designed to provide a permanent modified position, but is designed to assist in the recuperation process while keeping with the goal of an unrestricted return to duty.

Section 21.3 – Eligibility. An employee is eligible for this program if it has been determined by a qualified medical provider of the employee's choosing that the employee's injury or illness will result in a long term (more than fourteen [14] calendar days) disability. The number of days may be reduced by mutual consent of Firefighters Local 2625 and employer. Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities; availability of light-duty assignments; and the physical limitations imposed on the employee. If work is available within the Fire Department which does not violate medical restrictions, the employee can be required to work. The employee must be allowed by their qualified medical provider to work at least four (4) hours in a day in order to be eligible for the Modified Return to Work program.

Section 21.4 – Participation. Participation in this program is contingent on the employee continuing to follow orders as outlined by the employee's qualified medical provider and advancing toward an unrestricted release to return to duty. No position will exceed ninety (90) days for each injury or illness. Employees will be allowed to go to physical therapy or appointments with their qualified medical provider during working hours. However, every effort must be made to schedule appointments either at the beginning or end of the employee's workingday.

Participation in the Modified Return to Work program is mandatory for employees who sustained a work-related injury. Employees who have sustained an off-duty injury or non-contagious illness may participate in the program on a voluntary basis.

Section 21.5 – Applicability. This policy in no way affects the privileges of employees under provisions of the Collective Bargaining Agreement, Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, Public Employees Disability Act or any other federal or state law. This program may also be applicable in the event that an employee becomes pregnant.

Section 21.6 – Procedure. When an employee has sustained an injury or illness which causes a temporary disability, the employee may request to the Fire Chief to participate in this program. The City will provide to the employee's medical physician a checklist to determine tasks the employee can safely perform at work. Based on the checklist responses, the Fire Chief will provide a description of tasks the employee will be expected to undertake during his/her scheduled work periods. The employee and his/her supervisor(s) will acknowledge, by signature, they understand the modifications and agree the employee will NOT exceed the modifications without written authorization from a qualified medical provider. The employee's status in the Modified Return to Work program will be reevaluated after the employee makes subsequent visits to their qualified medical provider.

Section 21.7 – Special Considerations. Participation in the Modified Return to Work program means the employee's work expectations are markedly different than that of a regular employee. It is expected that the employee will assume more staff than line functions during this period.

The employee will not respond to emergency incidents and duties will be restricted to only those activities allowed by the physician.

For on duty injuries or illness, the employee will be assigned to his/her regular work shift rotation. His/her shift will start at 0700 hours and not exceed twelve (12) hours in length, however. Employee may be assigned to work another work schedule if mutually agreeable to Firefighters Local 2625, the Fire Chief, and in compliance with orders from a qualified medical provider.

The employee will work no more than 24 hours per week in this Modified Return to Work program. He/she will perform only Fire Department duties. This employee will not count toward staffing minimums as specified elsewhere in the Collective Bargaining Agreement. Participation in this program shall not interfere with compensation benefits per the Public Employees Disability Act.

Fire fighters will be required to dress in appropriate uniform attire as determined by the Fire Chief while participating in the Modified Return to Work program.

Section 21.8 – Benefits. This program will result in benefits to both the employee and the City. The employee will receive benefits by returning to work in a modified capacity. Some of these are: paid rehabilitation, continued participation in programs, continued social contact with fellow workers, timely return to unrestricted duty, and improved self-image. The City will in turn receive benefits such as reduction in temporary total disability benefits, reduction in permanent partial disability benefits, productive return on labor investment, timely return to work, reduction in the use of replacement labor, eventual reduction in overall insurance costs and reduction in the temptation for symptom magnification.

Section 21.9 – Off Duty Injury and Illness. Employees may choose to participate in the Modified Return to Work Program for off duty injury and illness. Participation in this program for off duty injury and illness will be in the form of a modified work week scheduled Monday through Friday 0800-1600. This will allow employees to utilize the program up to 40 hours a week in lieu of sick leave.

ARTICLE 22 – TERM OF AGREEMENT

Section 22.1 – Term. This Agreement shall be effective from January 1, 2025, and shall remain in effect and full force through December 31, 2027, except as hereinafter provided. It shall continue in effect and full force from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party not less than sixty (60) nor more than ninety (90) days prior to the expiration date. Nothing in this paragraph shall preclude commencing negotiating by mutual agreement after January 1st of any given year.

Section 22.2 – Negotiable Subjects. Only those articles and provisions specified by either party upon proper notification (certified mail) shall be open for amendment.

EXHIBIT A
2025 Wage Schedule

CPI-U St. Louis/Illinois = 3.3% for 2025			
		Annual	Bi-weekly
Fire Fighter Step I (Probationary)	75% of Base	\$72,317.99	\$2,781.46
Fire Fighter Step II (Year 2)	90% of Base	\$86,781.59	\$3,337.75
Fire Fighter Step III (Year 3)	95% of Base	\$91,602.79	\$3,523.18
Fire Fighter Step IV (Year 4)	Base Wage	\$96,424.00	\$3,708.62
Fire Fighter with 2% Longevity		\$98,352.47	\$3,782.79
Fire Fighter with 4% Longevity		\$100,280.96	\$3,856.96
Fire Fighter with 6% Longevity		\$102,209.43	\$3,931.13
Fire Fighter with 8% Longevity		\$104,137.92	\$4,005.30
Fire Fighter with 10% Longevity		\$106,066.39	\$4,079.48
Lieutenant Base	6% above Base	\$102,209.44	\$3,931.13
Lieutenant with 2% Longevity		\$104,253.62	\$4,009.75
Lieutenant with 4% Longevity		\$106,297.81	\$4,088.38
Lieutenant with 6% Longevity		\$108,342.00	\$4,167.00
Lieutenant with 8% Longevity		\$110,386.19	\$4,245.62
Lieutenant with 10% Longevity		\$112,430.37	\$4,324.25
Captain Base	11% above Base	\$107,030.64	\$4,116.56
Captain with 2% Longevity		\$109,171.24	\$4,198.89
Captain with 4% Longevity		\$111,311.86	\$4,281.23
Captain with 6% Longevity		\$113,452.47	\$4,363.56
Captain with 8% Longevity		\$115,593.09	\$4,445.89
Captain with 10% Longevity		\$117,733.69	\$4,528.22

Signed at Collinsville, Illinois this ____ day of _____, 2025.

Between THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (AFL-CIO)LOCAL NO. 2625 AND THE CITY OF COLLINSVILLE, ILLINOIS.

BY:

President, Local 2625

Mayor

Treasurer, Local 2625

ATTEST:

Vice President, Local 2625

City Clerk

Secretary, Local 2625