

AGREEMENT  
BETWEEN THE  
CITY OF LINCOLN  
AND  
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 3092  
2011-2015

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## ARTICLE 1

### PREAMBLE

#### 1.1 OBJECTIVE OF THE PARTIES

This Agreement is entered into by and between the CITY OF LINCOLN or any successor thereto (hereinafter referred to as the Employer), and CITY FIREFIGHTERS LOCAL NO. 3092, International Association of Fire Fighters (hereinafter referred to as the Union). The objective of this Agreement is to establish and maintain effective and harmonious relations between the Employer and the Union consistent with the City of Lincoln's Organization Philosophy. The Employer and the Union agree that City of Lincoln employees must conduct themselves in a manner which promotes the values of integrity, competence, teamwork, respect, and service in order to earn the trust and confidence of their fellow employees and the general public.

#### 1.2 UNDERSTANDING OF THE PARTIES

The Employer and the Union agree that if the terms of this Agreement ever be in conflict with any other policies and procedures of the Employer, then the personal policies and procedures as agreed upon by the parties set forth in this Agreement shall take precedence.

#### 1.3 PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all officers in the Bargaining Union and City management without prejudice or discrimination as to their race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental handicap, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, or source of income, unless a bona fide occupational qualification exists, or such factor as outlined above is otherwise legally and expressly authorized to be considered. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Both the Employer and the Union agree not to interfere with the rights of employees to become or refrain from becoming members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any officers because of their membership or non-membership in the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all officers in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 2

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Fire Department except the Chief and Assistant Chiefs. The bargaining unit will include all members below the rank of Assistant Chief. This includes Captains, Lieutenants, Inspectors, and Fire Fighters.

## ARTICLE 3

### UNION SECURITY CLAUSE/FAIR SHARE OBJECTION

3.1 The Employer recognizes accredited representatives of the Fire Fighters as qualified and authorized to bargain collectively for all the personnel of the Fire Department excluding the Chief and Assistant Chief(s).

3.2 The Union will advise the Clerk of the City of Lincoln and the Chairman of the alderman negotiating committee of the identity of the duly authorized representatives for negotiating purposes.

#### 3.3 MAINTENANCE OF MEMBERSHIP

Each Employee who on the effective date of this Agreement is a member of the Union, and each Employee who becomes a member after that date, shall as a condition of employment, maintain his membership in the Union during the term of this Agreement.

#### 3.4 PAYROLL DEDUCTION OF UNION DUES OR FAIR SHARE FEE

A. During the term of this Agreement, the Employer agrees to make a payroll deduction each pay period, of Union dues, fair share fee, initiation fee, and assessment(s), in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those Employees covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deduction shall be remitted to the Union no later than seven (7) days after the deduction is made by the Employer.

B. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration of the Contract.

#### 3.5 INVOLUNTARY DEDUCTIONS

In the event that an Employee fails to voluntarily sign a check-off authorization, or of an Employee who has previously signed and authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the Employee in the amount previously certified to the Employer by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

#### 3.6 OBJECTIONS TO RELIGIOUS GROUNDS

The obligation to pay a fair share fee to the Union shall not apply to

any Employee who, in the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the Employee to an agreeable non-religious charitable organization mutually agreed upon by the objecting Employee and the Union. If the Employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

### 3.7 OBJECTIONS ON OTHER GROUNDS

Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such Employee with any such objection shall process his/her objection in accordance with the procedure set forth in FAIR SHARE attached hereto and made a part of this Agreement.

### 3.8 INDEMNIFICATION

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

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

A. The Employer gives immediate notice of the action in writing to the Union and permits the Union intervention as a party if it is so desired, and

B. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both and all Appellate levels.

### 3.9 PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

A. FILING AN OBJECTION. An Employee with any objections to a Fair Share payment shall initially file his/her objection by notifying the

Union President in writing by registered or certified mail post-marked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

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

C. REVIEW STEP TWO. Upon receipt of the decision of the Executive Board, an objecting Employee may pursue his/her objection by filing a complaint with the State Labor Relations Board in accordance with the procedures established by that agency. In the event that appropriate procedures are not available, the Employee may appeal the Executive Boards decision to binding arbitration utilizing the procedures set forth in Article 6, Step 3, of the current labor agreement.

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

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

E. SEGREGATED FUNDS. Upon the initial receipt by the Union of any contested amount of proportionate Fair Share payment by an Employee, the Union shall cause and direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process shall be similarly directed to such account, until such time as the validity of the objection is finally determined.

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

non-members.

ARTICLE 4

UNION BUSINESS

Employees elected or appointed to represent the Union shall be granted time to perform their Union functions including, but not limited to, attendance at regular and special meetings, conferences, conventions, seminars, and activities related to grievance procedures. However, any such Employee shall be given time to perform said functions either without pay or shall be granted liberal exchanges with other Union members so that the elected or appointed representative may attend such functions. Any such requests for exchange will not be arbitrarily denied by the Fire Chief if a reasonable notice is given to him so long as such activities are carried out in a manner that does not interfere with the performance of assigned duties and minimum manning requirements. Group meetings of the membership shall not be scheduled without prior notice to the Fire Chief.

ARTICLE 5

PRINTING AND SUPPLYING AGREEMENT

This Agreement and any future Agreement shall be supplied to each Employee at no extra cost to the Employee. The Employer will supply said Agreement to the Employees no later than thirty (30) calendar days after ratification. In addition, the Employer shall supply the Union with a hard disk copy of the Contract.

## ARTICLE 6

### LABOR RELATIONS COMMITTEE, GRIEVANCE, AND ARBITRATION PROCEDURE

It is mutually agreed and understood that in any Labor Agreement it becomes necessary to resort to some means of resolving disputes between the Parties. The Employer and the Union agree to adhere to the following procedure in order to seek resolution of the disputes in the most fair and equitable manner.

A grievance is defined as any dispute or difference of opinion arising between the Union or any of its members and the Employer or those authorized as its agents involving the interpretation, meaning, or application of this Agreement, the violation or alleged violation of this Agreement; the actions or failure to act on behalf of the terms of this Agreement. The time limits contained herein may be waived, extended, or contracted by mutual agreement of the Parties. A grievance may be withdrawn by the aggrieved party at any point in the procedure. The aggrieved party shall not be disciplined nor harmed in any sense for filing or withdrawing a grievance. A member of the bargaining unit shall be allowed time off without loss of pay to process grievances.

There shall be one (1) steward from each shift to assist with the grievance procedure. A steward shall be allowed time off without loss of pay to process grievances.

#### Step One

A grievance must be filed at Step One within ten (10) calendar days of the occurrence of the alleged infraction or the date upon which discovery of its occurrence should reasonably have been made. Any grievance not filed in a timely manner shall be considered to have been waived.

The grievance will be reduced to writing and submitted to the Fire Chief or his designee by hand delivery. The Fire Chief will render a written response within seven (7) calendar days. If the response is not satisfactory, it shall be submitted to the Labor Relations Committee within seven (7) calendar days. Said appeal will include a copy of the original grievance and the Fire Chief's written reply.

#### Step Two

The Labor Relations Committee will consist of the Mayor and two (2) Councilmen, and, if possible, one (1) of whom shall have participated in the contract negotiations.

The committee will schedule a hearing within fifteen (15) business days

to hear testimony and evidence from the principals in the grievance. The Committee will render its response in writing to the principals within five (5) business days of the conclusion of the hearing. If the grievance is not satisfactorily resolved, the dissatisfied principal will notify the Labor Relations Committee, in writing, within five (5) business days of its intent to proceed to arbitration.

### Step Three

Arbitration: The Employer and the Union shall request the Federal Mediation Conciliation Service to provide a panel of seven (7) arbitrators who are members of the National Arbitration Association and have business addresses in Illinois, Iowa, Wisconsin, Indiana, or Missouri. Both Employer and Union shall have the right to strike three (3) names from the panel. A coin flip shall determine the order of striking. The person who remains shall be the arbitrator. Both the Union and the Employer shall have the right to strike one panel of seven (7) in its entirety. If either elects to so strike the entire panel, the parties shall jointly request a subsequent panel and the selection of the arbitrator shall proceed as herein set forth. The arbitrator shall be notified of his/her selection within fifteen (15) business days of receipt of the panel. The arbitrator shall be requested to issue his/her award within thirty (30) days after the conclusion of his/her hearing, which award shall be final and binding upon the parties.

The fees for arbitrator or tripartite neutral will be borne equally by the parties. Each party will be responsible for compensating its representatives and witnesses. Each party, for good cause, may request one continuance of the scheduled arbitration hearing, and the parties shall equally pay any continuance fee or non-appearance fee for the arbitrator provided, that the continuance is not caused by lack of preparation by the requesting party.

The cost of transcription will be borne by the party requesting it, unless required by the Arbitrator, in which event such costs shall be mutually borne.

The Arbitrator shall have no power to add to nor subtract from nor modify any of the terms of this agreement.

## ARTICLE 7

### SENIORITY

#### Definition

Seniority shall be determined by continuous service in the Fire Department calculated from the last date of employment. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Eligibility List. Continuous service shall be broken only by resignation, discharge, or retirement.

### PERSONNEL REDUCTION

#### Lay Off

In case of a personnel reduction, the Employee with the least seniority shall be laid off first. Employees who are on layoff will be recalled in inverse order of layoff. Employees on layoff in excess of three (3) years are expected to pass a physical examination similar to the entrance examination to show that they have the physical requirements to perform the duties of the position.

#### Recall

An Employee in layoff will be notified of recall by means of certified mail return receipt. An Employee on layoff is expected to keep the Employer informed of his current address. An Employee recalled from layoff is expected to notify the Chief of his intent to report for work and the projected date of his return. Failure to report for work on recall from layoff within fifteen (15) calendar days of notification of recall will be considered resignation and loss of seniority.

When there is an impending layoff with respect to members of the bargaining unit, the Employer shall inform the Union, in writing, no later than thirty (30) calendar days prior to such layoff. The Employer will provide the Union with the names of all Employees to be laid off in said notice.

#### Employee Status

The Employer shall maintain and post, upon request, a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in other cases as may be agreed upon by the Employer and the Union. The Employee may challenge his standing on the Seniority List through the Grievance Procedure within the time limits enumerated in the Grievance Procedure.

## Promotions

Section 1 - General. Promotions to the rank of Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotion Act, effective August 4, 2003 (50 ILCS 742) (hereinafter the "Act" or "IFDPA"), and the rules and regulations of the Lincoln Fire and Police Commission (the "Commission"), as they may from time to time be amended, to the extent they are not inconsistent with the terms of this Article and the Act.

Section 2. The weights and components for the promotional tests for the term of the agreement shall be in accordance with the weights and components applied in the previous tests (i.e. Lieutenant's May 2006 and Captain's September 2005) unless the parties mutually agree otherwise. Upon agreement, such terms shall be incorporated into and made a part of this Article.

Section 3. The parties hereby waive the Monitoring required by Section 25 of the IFDPA.

Pursuant to Article 6 of the parties' Collective Bargaining Agreement, the Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article shall have a right to file a grievance of the matter, subject to the following conditions:

a) The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test. Only such objective grievances shall be allowed under the parties' grievance procedure contained in Article 6.

b) The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

c) In the event of grievance disputes arising under the terms of this Article, the parties adopt the definitions set forth in Section 5 of the IFDPA to facilitate resolution of any conflicts.

Section 4. Nothing in this agreement shall be construed as waiving either party's rights under the IFDPA beyond the term of this agreement. Any such waivers, as to permissive subjects of bargaining, shall lapse unless expressly continued under the terms of the successor agreement.

ARTICLE 8

LABOR MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of five (5) Union representatives and three (3) Employer representatives of the Labor Relation Committee. The Committee shall meet on request of either party to discuss all matters of mutual concerns. The Committee shall have the authority to make recommendations to the Union and the Employer.

ARTICLE 9

RULES AND REGULATIONS

The Union agrees that its members shall comply with all fire department rules and regulations, including those relating to the conduct and work performance. A dispute or disagreement over the application of rules and regulations which affect working conditions and work performance shall be subject to the grievance procedure.

The Employer and the Employee agree that the rules of conduct for fire personnel are set forth in the policy manual of the Lincoln Fire Department commonly known as the "Red Book" (issued in 1997) and the Employees agree to conduct themselves in the manner set forth therein. The parties acknowledge that the "Red Book" is subject to revision by the Employer, and the Employer agrees that substantial revision of terms of employment shall be conducted with notice to the Union to determine the need for additional negotiation and collective bargaining.

## ARTICLE 10

### DISCIPLINE AND DISCHARGE

#### 10.1 Just Cause

No employee shall be disciplined or discharged without just cause. Hearings on charges for removal, suspension and/or discharge shall be held exclusively pursuant to the terms of this Article, the provisions of the grievance/arbitration procedure (Article 6) of this Agreement and in accordance with Section 15.6 of the Illinois Labor Relations Act which are intended to supercede the provisions of the Board of Fire and Police Commissioners Act. Provided however, grievances over verbal and written reprimands are grievable only up to Step 2 and may not be processed to arbitration. Nothing herein shall be construed to limit the Union's right to decide not to process grievances of employees that are not meritorious pursuant to Section 6 of the Illinois Labor Relations Act.

#### 10.2 Discipline

Disciplinary Action (including reprimands, suspensions of up to 30 calendar days and discharges) may be imposed by the Fire Chief or his designee. Disciplinary action shall include:

- 1) oral and written reprimand;
- 2) unpaid suspension; and
- 3) discharge.

The foregoing shall not preclude the Employer from imposing discipline based upon the severity of the offense and employee's work record.

#### 10.3 Pre-Disciplinary Meetings

Prior to imposing a suspension or termination, the Fire Chief or his designee shall notify the affected employee of the contemplated discipline and reasons therefore and afford the employee an opportunity to respond to the contemplated discipline and to present rebuttal and/or reasons for mitigation of the proposal penalty.

#### 10.4

The Employer shall comply with the Firemen's Bill of Rights as set forth in 50 ILCS 745/1 et seq. as it may from time to time be amended.

## ARTICLE 11

### HOURS OF WORK/OVERTIME/MANNING/ETC.

#### 11.1 HOURS OF WORK

The normal shifts scheduled for fire fighters whose principle assignment is fire suppression shall be twenty-four (24) consecutive hours of duty beginning at 7:00 a.m. followed by forty-eight (48) hours off-duty. The hours thus generated shall be reduced by scheduling a "Kelly Day" off-duty every eighteenth day to produce an average work week of 53.07 hours per week.

Fire investigators and employees whose principal assignment is fire prevention duties shall work a normal week of eight (8) hours per day beginning at 8:00 a.m. Monday through Friday to produce a work week of forty (40) hours excluding a daily one-hour meal period. Said personnel shall receive the same holidays as are granted to classified employees working in the Fire Department. The annual pay of fire fighters will not be reduced by reason of the fact that they do not work on such holidays. Said scheduling will occur "as needed" and at the discretion of the Chief but shall not occur, unless warranted by unforeseen circumstances, without at least seven (7) days' notice. "Kelly Days" shall not accrue for the time said employee is on a work week in excess of 53.07 hours.

A "Kelly Day" is defined as a legal shift off, with pay, which has been earned previously due to the work schedule.

A member of the bargaining unit who does not receive his "Kelly Day" because of job related absences such as job related court leave, jury duty, or court authorized educational leave shall have the opportunity to receive the "Kelly Day" at a later date.

#### 11.2 FLSA WORK CYCLE

The City shall establish an FLSA work cycle for each Employee covered by this Agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the twenty-seventh day of the cycle. Each Employee's work cycle shall be established so that the Employees "Kelly Day" (eighteenth shift) falls on the shift starting at 7:00 a.m. on the twenty-seventh day of his or her work cycle and ends at 7:00 a.m. on the first day of the succeeding work cycle.

#### 11.3 TRADES

"Kelly Days" may be traded between employees assigned to the same shift according to the same procedures currently utilized for trading duty

time. Such trades are voluntary between Employees and shall be paid back so that no FLSA liability for the City is created. This section is interpreted by the parties to permit trading the "Kelly Days" between Employees of different ranks assigned to the same shift.

The Employer will post said schedule in a convenient location that is accessible to Employees on a timely basis which will cover the normal requirements on each shift.

#### 11.4 OVERTIME AND CALL

To determine the Employee's base hourly rate of pay for purposes of overtime, the total annual salary, including base salary and longevity pay, and certification pay to which an Employee is entitled, shall be divided by the regularly scheduled annual hours of work. For Employees whose principle assignment is fire suppression, the annual hours worked is 2,760. For Employees whose principal assignment is fire prevention or inspection, the annual hours worked is 2,080. When an Employee works outside his or her regularly scheduled duty shift and the actual time worked is not contiguous with the Employee's regularly scheduled duty shift, the Employee shall receive a minimum of two (2) hours pay at a rate of one and one-half (1 1/2) times the Employee's hourly rate of pay. This applies even if the actual hours worked is less than two (2) hours. If the Employee's actual overtime worked is contiguous with his/her regularly scheduled duty shift, the Employee shall be paid for the actual time worked at a rate of one and one-half (1 1/2) times his/her hourly rate of pay. All overtime payments shall be based on fifteen minute increments.

All recalls shall be distributed and rotated equally among Employees by seniority. The Employer agrees to maintain a log to show the time of call. If a man is not working due to sickness, vacations, schooling, or "Kelly Day", he will not lose his call back time for overtime.

#### 11.5 BENEFIT CONVERSION

Officers who are reassigned to a forty (40) hour work week schedule or assigned from such a schedule, shall have their accumulated personal leave, vacation leave, sick leave, and compensatory time hours mathematically converted so that no benefits are lost as a result of change in shifts. Hourly compensation will be recomputed so as to not result in any loss of pay from projected annual compensation.

#### 11.6 COMPENSATORY TIME

Compensatory time off in lieu of immediate overtime pay in cash will be calculated at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. The Chief will maintain a time log, which log will

reflect the accumulation of compensatory time for each Employee. Such log will, in addition, reflect the used compensatory time by the Employee.

Utilization of compensatory time at the request of the Employee will not be unreasonably denied if operational requirements are not adversely affected but shall be subject to Employer approval and based on reasonable operational considerations.

The maximum annual compensatory time which may be accrued by an Employee shall be four hundred eighty (480) hours which is based on not more than three hundred twenty (320) hours of actual overtime hours worked. An Employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work.

Payment for accrued compensatory time upon termination of employment shall be calculated at the average regular rate of pay for the final five (5) years of work.

#### 11.7 WORKING OUT OF CLASSIFICATION

Any Lieutenant or Captain who is required to accept responsibilities and carry out duties of a Shift Commander, shall be paid at the rate for that position or rank if he does so for six (6) consecutive work shifts. Consecutive days shall not be interrupted by a vacation day, Kelly day, sick day, or compassionate time if the Employee immediately returns to the position or rank above that which he normally holds after such day off.

Any firefighter who is required by the Chief or officer-in-charge to accept responsibilities and carry out the duties of a company officer during any calendar year shall be paid a lump sum payment of \$250.00 (less applicable taxes and withholdings) at the end of said calendar year for accepting said assignment. Only firefighters on the Lieutenant's promotional list or, if no such firefighter is on-duty, the most senior firefighter on-duty, may be so assigned.

#### 11.8 MINIMUM MANNING

The Employer currently has a schedule wherein the Employees work twenty-four (24) hours on duty and forty-eight (48) hours off. It is agreed that, under this schedule, a minimum of three (3) firefighters and one (1) officer will be available for response to alarms.

11.9 An officer is defined as any Assistant Chief, Captain, or Lieutenant whose primary duty is to supervise a 24 hour shift as that shift's senior officer.

11.10 On those occasions wherein an Assistant Chief, Captain, or Lieutenant is not present, the overtime duty roster will be followed and the next officer entitled to overtime on said roster will be contacted regarding the call in to fill the vacancy.

11.11 The intent of the paragraph on Minimum Manning is not to have coverage on a minute to minute basis. As an example, when employees are called for an emergency and leave the station, replacement of said personnel is not necessary under this Article and paragraph. This is also applicable when employees are performing public relations duties.

City firefighters called on an emergency must notify their officer in charge as to the nature of the call and to their availability.

It is understood that no definitive guidelines can be developed and that cooperation of the parties is important. A simple rule of thumb is that if the time is expected to exceed one (1) hour, a replacement should be called immediately. If the time is expected to be up to one (1) hour, a replacement need not be called.

In addition, since the start of the shift is 7:00 a.m., the status as to manning should be viewed as the status at the start of the shift.

11.12 Shift exchanges have occurred in the past between employees. Such exchanges generally do not create a problem. They are allowable provided the officers in charge of the shift(s) are informed prior to the exchange.

11.13 The discussions during the negotiations in the paragraph "Minimum Manning" revolved about the staffing of a shift solely. As a result, application of said paragraph was not intended to modify any other paragraph in the Labor Agreement or to modify any practice. Hence, its application is limited to the staffing of a shift exclusively.

11.14 EMT Certification. All employees covered by this Agreement are expected to obtain and maintain their EMT certification throughout their employment with the City, as long as the City continues to extend employees the opportunity to attend necessary certification and recertification classes. The Chief shall be responsible for verifying training records with the Illinois Department of Public Health (IDPH).

ARTICLE 12

SALARIES/LONGEVITY/PROBATIONARY PERIOD

All members of the bargaining unit shall be paid on the following basis:

12.1

BASE SALARY

A. Base Salary for the period 5/1/2011 to 4/30/2012 shall be \$3,946.35 per month. [1.75%]

B. Base Salary for the period 5/1/2012 to 4/30/2013 shall be \$4,025.28 per month. [2%]

C. Base Salary for the period 5/1/2013 to 4/30/2014 shall be \$4,105.79 per month. [2%]

D. Base Salary for the period 5/1/2014 to 4/30/2015 shall be \$4,208.43 per month. [2.5%]

12.2

LONGEVITY

In addition to Base Salary, Monthly Longevity Pay shall be as follows for each full year of completed service:

<u>Length of Service</u>	<u>Longevity Increase</u>
2 years	1.50% of Base Salary
4 years	3.00% of Base Salary
6 years	5.00% of Base Salary
8 years	6.00% of Base Salary
10 years	8.00% of Base Salary
12 years	9.00% of Base Salary
14 years	10.50% of Base Salary
16 years	11.50% of Base Salary
18 years	12.50% of Base Salary
20 years	14.00% of Base Salary
22 years	15.00% of Base Salary
24 years	16.00% of Base Salary
26 years	17.00% of Base Salary
28 years	18.00% of Base Salary

12.3

OTHER

In addition to base and longevity, the monthly rank pay scale shall be:

Title	Rank Pay (% of Base Salary)			
	5/1/11-4/30/12	5/1/12-4/30/13	5/1/13-4/30/14	5/1/14-4/30/15
EMT	2%	2%	2%	2%
Lieutenant	5%	5.25%	5.75%	5.75%
Inspector	5%	5.25%	5.75%	5.75%
Captain	7%	7.25%	7.75%	7.75%

NEW EMPLOYEES

New Employees shall have a base salary of:

A. Period of 5/1/2011 to 4/30/2012 shall be \$3,280.00 per month. [1.75%]

B. Period of 5/1/2012 to 4/30/2013 shall be \$3,345.60 per month. [2%]

C. Period of 5/1/2013 to 4/30/2014 shall be \$3,412.51 per month. [2%]

D. Period of 5/1/2014 to 4/30/2015 shall be \$3,497.82 per month. [2.5%]

A new Employee shall receive a pay increase of \$80.19 per month after the first year on the job.

After a new Employee has been on the job two (2) years, he shall be entitled to full base salary and longevity as set forth above.

12.5

PROBATIONARY PERIOD

A new Employee shall be considered a probationary employee for one (1) year from the date of his employment except in those instances wherein an Employee cannot take the Fire Fighter II State test during the probationary period. During this period, the Employee's employment is at the sole discretion of the Employer. New Employees will receive their incentive after their probationary period.

12.6

COMPENSATION AT RESIGNATION, DISMISSAL,  
RETIREMENT, LAYOFF, OR DEATH

Any Employee who resigns, retires, is dismissed, or is laid off is eligible and shall be compensated accordingly for his accumulated overtime, compensatory time, holiday time, and vacation time, including pro-rata pay for the current year at his current rate of pay subject to two (2) week notification. In the event of Employee death, the Employee's beneficiary will be entitled to compensation as shown above, including sick days.

ARTICLE 13

VACATION LEAVE

Each Employee shall be eligible for vacation with pay after his first year of employment.

Employees shall earn vacation allowance as of their first date of employment.

Vacation shall be earned annually based on the following schedule:

After 1 year	3 work shifts
After 2 years	6 work shifts
After 8 years	7 work shifts
After 10 years	8 work shifts
After 13 years	9 work shifts
After 15 years	10 work shifts
After 18 years	11 work shifts
After 20 years	12 work shifts
After 23 years	13 work shifts
After 26 years	14 work shifts
After 28 years	15 work shifts
After 29 years	16 work shifts
After 30 years	17 work shifts

Priority as to said vacation, holiday, or school days, will be assigned as follows:

(A) Vacation or holidays will have priority if said vacation and/or holidays are scheduled with sufficient advance notice for the City to be able to cancel a scheduled school or conference to obtain a full refund for any expenses related to that school or conference.

(B) Any employee requesting a vacation day or holiday that results in the cancellation of a school or conference must use that day as a vacation day or holiday and will not be entitled to cancel that day. Any employee requesting a vacation day or holiday that results in the cancellation of a school or conference must have made such request at least three (3) work shifts prior to the requested vacation day or holiday.

(C) If an employee has a day listed for a school or conference and no other employee requests a vacation day or holiday as per (B) above, then the employee with the scheduled school or conference will not be charged with vacation time. If an employee has scheduled a school or conference and another employee requests a vacation

day or holiday as per (B) above, then the employee scheduled with a school or conference may choose to take said day as a vacation day and keep priority of scheduling.

(D) The above criteria do not apply when new Employees are required to attend Fire Fighter II Academy or E.M.S. classes. Employees are defined as Assistant Chiefs, Captains, Lieutenants, Inspectors, and Fire Fighters.

City Fire Fighters (Employees) will determine their vacation time based on seniority. Each Employee will be entitled to their vacation choice based on three (3) shift days. This process will be repeated until all City Fire Fighters (Employees) have exhausted their vacation and holiday entitlements.

ARTICLE 14

HOLIDAYS

Holidays will pro-rated for new Employees beginning with the Employees first day of service. Such Holidays shall be taken prior to December 31<sup>st</sup> of that year. Beginning January 1<sup>st</sup>, following employment, bargaining unit members shall have five (5) Holidays per year to be taken at the Employees discretion. The use of holiday time may not lower manpower below the minimum shift requirements established by Section 11.8.

## ARTICLE 15

### SICK LEAVE

Employees shall be entitled to twelve (12) work shifts for sick leave per calendar year. The maximum allowable accumulation of work shifts is sixty (60).

Sick leave is to be used in the event of a serious illness or non-work connected injury. Sick leave may be used in eight (8) hour increments (the 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> portion of a shift). The Chief may force an employee to holdover or come into work if no employee volunteers for overtime created as a result of sick leave.

Employees may use vacation or duty trades for illnesses or injuries of the employee's spouse or child that require the employee's presence, subject to the other provisions of this Agreement.

The parties recognize that the abuse of sick leave interferes with the Department's productivity, is unfair to the majority of the bargaining unit employees with good attendance records and that service to citizens requires a minimum complement of staff to be present to respond to emergencies. To provide a reasonable degree of assurance that sick leave is not abused, the parties agree that:

(1) Employees must notify the Officer on duty that they will be on sick leave by 6:30 a.m. the day of their regularly scheduled tour of duty. If an employee becomes ill during a shift and needs sick leave for the first, second or third (eight (8) hour) portion of a shift, the employee must provide as much notice as possible of the need for sick leave.

(2) In the event that the absence for which leave is requested is two (2) consecutive shift periods (of the Employee), the employee develops a pattern of sick leave usage, the employee has four or more occurrences (i.e., eight (8) hour increments, full day, or a consecutive day increments) in a 12 month period and/or four or more occurrences in which sick days are scheduled in a pattern of usage before or after vacations, Kelly days and/or holidays, the Employee must submit documentation from his physician attesting to the necessity of the Employee being absent from work due to personal illness or personal injury.

(3) If an Employee is off work due to a duty injury or extended sick leave in excess of (2) above for non-duty illness or off-the-job injury or disability, that Employee must submit written medical documentation from his physician as to the expected duration of the leave, the cause of the leave, and the expected date of return to work. Such

documentation is to be submitted to the Chief or his designee. If additional time off is required for recovery which exceeds the original projected date of return, additional documentation from the Employee's physician must be submitted to the Chief (or his designee) prior to the original date of return.

(4) In the event that the absence under this Article exceeds two (2) consecutive shift periods (of the Employee), the City has the right to require the Employee to submit to physical examination by a physician of the City's choosing to be paid by the City. Said examination is granted so that the City can confirm (1) the illness, injury, or disability of an Employee and/or (2) the Employee's ability to return to active duty after a period of illness, injury, or disability.

(5) In the event that the absence for an illness, injury, or disability exceeds two (2) consecutive shift periods, the City has the right to require the Employee to submit to a physical examination as outlined in subparagraph (4) of this Article to confirm the illness, injury, or disability of the Employee. If the City's physician confirms the illness, injury, or disability of the Employee, then the Employee will remain on Sick leave under the direction of the Employee's personal physician. If the City's physician determines that the Employee does not suffer from the reported illness, injury, or disability, then the Employee and the City will follow the procedure outlined in subparagraph (7) of this Article.

(6) In the event that the absence for an illness, injury, or disability exceeds two (2) consecutive shift periods, the City has the right to require the Employee to submit to a physical examination prior to the Employee's return to active duty as outlined in subparagraph (4) of this Article to determine whether the Employee is able to return to full active duty. If the City's physician concurs with the Employee's personal physician's determination that the Employee is able to return to active duty, then the Employee will return to work based upon the prognosis. If the City's physician determines that the Employee is not able to return to active duty due to the illness, injury, or disability, then the Employee and the City will follow the procedure outlined in subparagraph (7) of this Article.

(7) In the event that there exists a disagreement or discrepancy between the Employee's personal physician and the City's physician as to the physical health of the Employee, then the Employee shall submit to a physical examination to be conducted by a third physician mutually agreed upon by the Union and the City. If the determination of the third physician is consistent with the Employee's physician, then the Employee and the City will abide by the prognosis and/or recommendation of the Employee's personal physician. If the determination of the third physician is consistent with the determination of the City's phy-

sician, then the Employee and the City will abide by the prognosis and/or recommendations of the City's physician.

(8) In the event that an Employee is required to submit to a physical examination by the City's physician or by a third physician, all determinations made by the City's physician and of the third physician regarding an Employee's ability to return to work will be based upon the following description of duties. The third physician shall be Board certified in the specialty area relating to the condition as to which the dispute exists. The use of the following descriptions of duties is to be limited only to the examination of an Employee by the City's physician or a third physician under this Article.

Firefighters assist in the control and extinguishment of fires, in providing pre-hospital emergency medical care, provide rescue in confined spaces and trench collapses, and in the enforcement of laws, ordinances, rules, and regulations regarding the prevention, control, and extinguishment of fires, as well as perform Fire Safety Education activities and related work.

Some of the physical activities performed by the Firefighters and environmental conditions experienced are: wearing protective clothing such as bunker gear, helmet, boots, and breathing apparatus (weight of protective clothing is approximately 50 lbs.); crawling, crouching, and standing, often for prolonged periods, while extinguishing fires, driving fire apparatus, climbing stairs, ladders, and fire escapes; raising portable ladders; using forcible entry tools such as axes, sledge hammers, power saws, and hydraulic tools; searching for victims in smoke-filled hostile environments; carrying or dragging victims from dangerous locations; connecting, stretching, and operating hose lines; locating hidden fire; providing medical assistance to injured or ill citizens; provide control and mitigation of hazardous materials incidents while wearing chemical protective clothing. All of the above physical activities must be performed regardless of time of day or weather conditions.

An Employee who abuses sick leave shall be subject to discipline up to and including discharge, which matter is subject to the grievance procedure.

## ARTICLE 16

## COMPASSIONATE LEAVE

An Employee shall be allowed two (2) work shifts off with pay, per incident, in the event of the death of the Employees spouse or child.

An Employee shall be allowed one (1) work shift off with pay, per incident, in the event of the death of the Employees parent, sister, brother, grandparents, grandchildren, mother-in-law, or father-in-law.

An Employee shall be allowed one (1) work shift off with pay, per incident, in the event of the hospitalization of the Employees spouse, children, or parents for surgery, serious illness, or injury.

An Employee shall be allowed one (1) work shift off with pay, per incident, for needs directly related to the adoption of a child.

ARTICLE 17

COURT LEAVE

The Employer shall grant leave with pay to an Employee for the period of time he is required to appear before the court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness in Fire Department matters.

ARTICLE 18

MILITARY LEAVE

Any Employee who is a member of a reserve force of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or of the State of Illinois, shall be granted Leave of Absence during the period of such activity. If the Employee was a member of a reserve force of the United States or of the State of Illinois prior to his employment with the City, then the Employee shall be entitled to leave of absence at his regular rate of pay for the duration of the absence. If the Employee joined the Reserve Force of the United States or of the State of Illinois subsequent to his employment with the City, then said Leave of Absence shall be an unpaid leave of absence during the period of such activity.

If the Leave of Absence is unpaid under the terms described above, said unpaid leave shall not reduce the Employees seniority status, vacation, sick leave, or other benefits. If the Employee is to receive his full pay under this Article as outlined above, the Employee shall endorse his military reserve check for the period of such activity and remit it to the City.

ARTICLE 19

JURY DUTY

An Employee required to be available for jury selection or service shall receive his regular daily wage for each day which he would have worked but for such jury participation. However, the Employer shall be entitled to any compensation he should receive other than his regularly scheduled work from the entity requiring his jury participation for the day that he would have worked.

Any Employee who is available for jury participation in Logan County, but does not have to sit on a panel, shall report to work at the firehouse within two (2) hours of his release from the jury. If said Employee is chosen on a jury but is not sequestered, he shall report to the firehouse in his scheduled work day within two (2) hours of his release from the jury duty. However, any individual required to serve on a jury not located in Logan County shall be relieved of any duty at the fire station for any days that he is on jury duty.

ARTICLE 20

MATERNITY LEAVE

An Employee who becomes pregnant shall be granted a leave of absence without pay upon presentation of the Employees physician attesting to the need for such leave, the projected date of birth, and the projected date of return to work. The maximum leave granted under the terms of this Article shall be twenty-six (26) weeks. The leave may be extended for a maximum of twenty-six (26) weeks by mutual agreement of the Parties. The Employee shall continue to accumulate seniority and shall be entitled to medical benefits as prescribed by the Agreement during the period of her leave.

An Employee who becomes pregnant, if she so requests, with the advice of her physician, may be temporarily transferred to a less strenuous or hazardous position for the duration of her pregnancy where the transfer can be reasonably accommodated. This section should be read consistently with 775 ILCS 5/2-102(H) and shall not be interpreted contrary thereto.

ARTICLE 21

JOB RELATED MEDICAL LEAVE OF ABSENCE

21.1

An Employee unable to work due to a job-related disabling condition shall be entitled to a leave of absence at his regular rate of pay for the duration of the time for which he is medically certified as being unable to work by Workers Compensation.

During such leave of absence, the Employer will maintain regular payments into medical and pension plans to ensure continued coverage for the Employee and dependents. Seniority, vacation benefits, and pension credits shall be given for the time spent on such leave of absence.

Inasmuch as the Employee is to receive his full pay under this Article, the Employee shall endorse his Workers Compensation check for Temporary Total Disability and remit it to the City. The Employee is entitled to retain any form of disability settlement. Vacation and sick leave benefits shall accrue for a maximum of twelve (12) months of such disability leave of absence.

If an employee is on sick leave and it is determined by a physician that said employee will be unable to return to work within an amount of time equivalent to his remaining unused sick leave, said employee must immediately apply for disability benefits and cooperate fully in the pension board process if he is eligible for such benefits. If granted, sick leave payments will be stopped at the time of the award of the pension or exhaustion of said sick leave. If disability is awarded by the pension board, any unused remaining sick leave will be credited to the employee if and when he returns to duty.

If an employee is off work due to a duty-related illness or injury and it is determined by a physician that said employee will be unable to return to work within one (1) year in relationship to that illness or injury, said employee must immediately apply for disability benefits and cooperate in the pension board process if he is eligible for such benefits. If granted, payment for such work-related injury will be stopped after the expiration of the employee's twelve (12) months' PEDAs as provided under the Act, one (1) year in relationship to the illness or injury. However, the employee shall not be paid both under PEDAs and a pension. If disability is granted, the employee may retain his remaining sick leave and be credited therewith if and when he returns to duty.

Any vacancies created upon the retirement of any employee pursuant to this section shall be filled from the promotion or eligibility rosters, as applicable, within thirty (30) days from the employee's removal from the Fire Department payroll, if there is a promotional or eligibility register posted. If there is not such a register posted, the vacancy shall be filled within thirty (30) days after the posting of such register. The Fire and Police Commission shall commence testing procedures no later than one hundred eighty (180) days prior to the date such list expires in a good faith attempt to ensure that a new list is in effect when the existing list expires.

## ARTICLE 22

### HEALTH, DENTAL, AND LIFE INSURANCE BENEFITS

#### 22.1

The Employer presently makes available basic hospitalization and dental insurance for the Employees. For the period from May 1, 2011 to April 30, 2013, the Employer agrees to pay one hundred percent (100%) of the Employee-only Health Insurance premium for all full-time Employees covered under this Agreement. Effective May 1, 2013, the City will pay ninety-five percent (95%) of the cost of the Employee-only health insurance premium. The employee will pay five percent (5%) of the applicable Employee-only premium.

If an employee elects the high deductible plan, the City will continue to make the same contribution toward the HSA it makes on the effective date of this Agreement until May 1, 2013, when the City will contribute \$100 per month to an employee's HSA.

Any additional payment for Employee coverage, the Family Plan, or beyond the basic plan for the individual Employee shall be deducted from the Employee's pay.

#### 22.2

The Employer shall retain the right to make changes in benefits, carriers and/or policies provided benefits remain substantially the same, except as provided below and as to the high deductible plan (HD) which the parties agree will continue to include a \$1,500 deductible unless the parties mutually agree otherwise. Should the Employer find it necessary, due to financial reason, to make adjustment in benefit coverages or to change insurance carriers, during the term of this Agreement, the Employer shall give sixty (60) days prior written notice to the Union before any such adjustments are implemented. Representatives of the Union and Employer shall then meet as soon as practical to negotiate the proposed change. If an understanding is not reached with respect to the proposed changes within thirty (30) days of the initial meeting between the Parties, the matter shall be submitted to arbitration pursuant to step 3 of Article XIX (19) of this Agreement. (The time limits incorporated with Article XIX (19) may be waived or extended by mutual agreement of the Parties in this instance).

### 22.3

The parties further agree that the increased contributions by the Employer provided in Section 1 of this Article for Employee health insurance costs shall be subject to such payments also being made by other City employees. In the event that any other Employee group(s) is provided health insurance benefits by the City at a lower cost to the Employee during the term of this Agreement, the cost to employees covered by this Agreement shall be reduced to match cost if any, of such other employer group, effective the date the lower cost is effective for the other employer group.

### 22.4

There shall be a health insurance committee composed of an equal number of management and elected officials and employee representatives for each of the employee groups. The committee will be provided reasonable notice of changes in carriers and benefits; may promptly hold meetings to review proposed modifications to the health insurance plan benefits; make recommendations for change in order to reduce or mitigate any increase in health insurance premiums prior to the effective date of the change in benefits; and may recommend and review the solicitation of competitive bids. The City Council shall make the final decision on carriers and benefits.

### 22.5

For the term of this contract, the City shall make payments of fifty percent (50%) of the Employee-only portion of health insurance for newly retired Union members if said member is fifty-five (55) years of age and has twenty (20) years' service with the Department prior to retirement. Any member who had twenty (20) years of service but has not attained the age of fifty-five (55) upon retirement shall pay the health insurance premium until said member attains the age of fifty-five (55). Once said member has remained on the plan until the age of fifty-five (55) and has had twenty (20) years with the Department, then the City shall pay fifty percent (50%) of the cost of health insurance for said member. This shall only apply to members retiring after May 1, 1989. Said retiree insurance shall be subject to the same terms, conditions and adjustments in benefits and coverage as set forth above. Once a retiree becomes medicare-eligible, the City may provide insurance as a medicare supplement to those employees who are eligible in lieu of the above-referenced plan(s). The City agrees to pay fifty percent (50%) of the medicare supplement for those eligible employees as outlined above.

## 22.6 DENTAL INSURANCE

The Employer shall pay one hundred percent (100%) of the costs of the premium for the Dental Insurance which shall include preventative treatment for the dependents and 80/20 on Employees (everything except for orthodontics).

## 22.7 LIFE INSURANCE

All employees shall receive coverage on term life insurance in the amount of Ten Thousand Dollars (\$10,000.00) with the right of the Employee to designate the beneficiary.

The Employer shall pay up to Eight Thousand Five Hundred Dollars (\$8,500.00) for funeral expenses for the Employee due to the Employees death in the line of duty.

ARTICLE 23

TURNOUT GEAR

The Employer shall provide the following turnout gear, but not necessarily limited to (at the time of purchase subject to National Fire Protection Association and Occupational Safety and Health Administration):

- A. Helmet
- B. Protective Goggles and Shield
- C. Hood (Nomex or equivalent)
- D. P.A.S.S. Device
- E. S.C.B.A. mask
- F. Bunker Boots with steel shank
- G. Bunker Pants with liner and suspenders (Nomex or equivalent)
- H. Work Gloves
- I. Flashlight
- J. Spanner Wrench
- K. Turnout Coat
- L. Safety Vest
- M. Safety Glasses

ARTICLE 24

MILEAGE ALLOWANCE

Any member of the bargaining unit required to respond to a call outside the city limits of the City of Lincoln using his personal vehicle will be paid at the IRS rate then in effect per mile from his residence to the scene and back.

An Employee will not use his personal vehicle to answer any alarm assignment while the Employee is on his regularly assigned shift.

ARTICLE 25

EDUCATION

In an attempt to be fair and equitable to the entire Unit, the following procedure is implemented:

A. All requests to attend conferences, seminars, briefing sessions, other functions of a similar nature, or requests to attend college credit schooling must be submitted to the Chief prior to a commitment by the Employee to attend said function.

B. The Chief will approve such requests based upon the following criteria:

a. The number of such requests an Employee has made in the past;

b. The number of such functions the Employee has attended in the past;

c. The availability of manpower (the Department does not wish to unduly add to overtime payment as a result of said approval);

d. The amount of money available for this purpose.

C. The concept is to spread, or make available, the opportunities afforded by use of this benefit to as many Employees as possible. Consequently, the Employee who has used the benefit the least will be considered first with all other factors being equal.

If the Chief authorizes, after the procedures above have been followed, Employees shall be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain, or upgrade the individuals certifications, skills, and professional ability.

The Employer shall pay any costs incurred for books, fees, tuition, and lodging while the Employee is attending Fire Department related schools. If the Employee is required to use a personal vehicle, he shall be compensated at the I.R.S. rate then in effect.

The Employer will assist the Employee desiring a Fire Suppression Degree in the following manner:

- A. Employee must obtain approval of the Chief.
- B. Employee must attend an accredited college which provides a degree upon graduation.
- C. Reimbursement will be for tuition and books.
- D. Employee is to present grades and receipts upon completion of each course.
- E. Basis of reimbursement will be:

Grade A	100%
Grade B	75%
Grade C	50%

In courses where grading is based on pass/fail, reimbursement shall only be 50% for a passing grade.

The Employer will allocate Two Thousand Dollars (\$2,000.00) per year, in total, for the Department for this purpose.

ARTICLE 26

PERSONAL PROPERTY ALLOWANCE

Any civilian clothing, prescription glasses, contacts, or other personal items damaged, lost, or stolen while on Fire Department business shall be replaced by the Employer on the following basis:

Prescription Glasses, Contacts, and Wedding Rings--  
100% of cost not to exceed Five Hundred (\$500.00) Dollars

Personal Items:

Up to one year old--100% of cost not to exceed  
Five Hundred Dollars (\$500.00) per item

One year to five years old--60% of cost not to  
exceed Three Hundred Dollars (\$300.00) per item

Over five years old--30% of cost not to exceed  
One Hundred Fifty Dollars (\$150.00) per item

It is understood that the person claiming said loss will have to present adequate documentation to satisfactorily justify the claim.

## ARTICLE 27

### NO STRIKE

#### 27.1 NO STRIKE COMMITMENT

Neither the Union nor any Employee will call, initiate, authorize, participate in, encourage, or ratify any work stoppage or the concerted interference with the full and proper performance of the duties of employment with the Employer during the term of this Agreement. In this regard, neither the Union nor any Employee shall refuse to cross any picket line, by whomever established.

#### 27.2 RESUMPTION OF OPERATIONS

In the event of action prohibited by Section 27.1 above, the Union immediately shall disavow such action and request the Employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirement of this Section.

#### 27.3 UNION LIABILITY

Upon failure of the Union to comply with the provisions of Section 27.2 above, any agent or official of the Union who is an Employee covered by this Agreement may be subject to the provisions of Section 27.4 below.

#### 27.4 DISCIPLINE OF STRIKERS

Any Employee who violates the provisions of Section 27.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any Employee who participates in action prohibited by Section 27.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an Employee has, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

#### 27.5 LOCK OUT

The Employer agrees that it shall not lock any Employee in the bargaining unit as a result of labor dispute.

ARTICLE 28

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Relations Act. In this regard, the Act states: "... which shall include such areas of discretion or policy as the functions of the Employer, standards of service, its overall budget, the organization structure and selection of new employees, examination techniques, and direction of employees."

ARTICLE 29

PRODUCTIVITY

The Employer and the Union agree to cooperate together to promote the productive use of manpower and equipment to best secure for the citizens of the City of Lincoln the maximum productivity for their tax dollar.

ARTICLE 30

CONTRACTING OUT

A. In the normal course of operations, the Employer shall not contract out work performed by qualified Lincoln City Firemen if there are qualified Employees at work or on layoff who can perform the work in question.

Qualified personnel shall consist of persons who hold certificates of appointment to the Fire Department from a valid register of eligibles established by the City of Lincoln Fire and Police Commission. Effective June 1, 2008 and thereafter, in accordance with 65 ILCS 5/10-2.1-4, the Employer shall not assign part time or paid on call fire fighters employed by the City to perform services or duties currently performed by qualified Employees of the City.

B. The foregoing does not preclude the Employer from exploring the possibility of implementing one form or another of Fire Department "privatization." However, in the event that the Employer's explorations reach a point of serious consideration, prior to reaching any final decision or executing any agreement with any private contractor or public entity, the City shall give notice to Local 3092 and its members of any such proposed plan under serious consideration and upon request, negotiate in good faith concerning the proposed plan, any alternative offered by the Union, and the effects upon the members of Local 3092 of any proposed plan.

If an impasse is reached in such negotiations, either party shall have the right to institute interest arbitration to resolve the impasse. Such arbitration shall be conducted in accordance with the procedures of Section 14 of IPLRA, except that the neutral arbitrator shall be selected from a panel limited to members of the National Academy of Arbitrators.

C. All off-duty firefighters shall be called/paged when automatic aid or mutual responses are activated automatically for other departments for the following type of incidents: Structure fires, smoke or odors of smoke in occupied structures, and motor vehicle accidents with injuries and entrapment. Off-duty firefighters will also be called for incidents in which manpower in addition to the capacity of the LFD on-duty shift is needed.

The parties agree that off-duty personnel need not be called out for automatic alarms from commercial structures and vehicle fires unless the LFD officer in charge is on the scene and determines that significant conditions, such as those described above that activate an au-

automatic aid response, exist. Provided that, in no event, once LFD personnel have arrived on the scene shall automatic or mutual aid personnel displace LFD personnel from performing work at the scene (e.g. checking breaker and alarm panels, air handler and/or clearing the premises for smoke or hazards).

Conversely, the LFD officer in charge may terminate the call-back if, after arriving at the scene or before, he determines that conditions do not warrant the additional personnel.

For other calls that occur in the normal course of operations within the City limits of Lincoln, the appropriate apparatus shall respond and off-duty LFD employees need not be called unless conditions at the scene are determined by the LFD officer in charge to warrant such action.

When the on duty crew will be engaged at the scene for a time in excess of sixty (60) minutes, the LFD officer in charge should request off-duty LFD employees to ensure that the station is staffed to provide adequate coverage for the City only to the extent of manpower necessary to staff the station.

D. The City of Lincoln is not responsible for errors in judgment made by dispatchers allocating said calls and responses to 9-1-1.

E. So long as such personnel responses are limited to the activation criteria specified herein and are used as supplemental personnel, they shall not be construed as "substitutes" as described in 65 ILCS 5/10-2.1-4.

ARTICLE 31

EMPLOYEE PERFORMANCE EVALUATION

Based on the fact that the Employer will enter into the State of Illinois Employee Performance Evaluation Program during the term of this Agreement, the Union, and the Employer agree that guidelines are essential. As a result, qualifications of an Employee are defined as ability, skills, experience, and job performance.

Any performance evaluation form will involve factors based on qualifications which will include, but not be limited to, job understanding, job performance, job productivity, dependability, and cooperation.

The Employee will be reviewed privately by all Assistant Chiefs. The completed form will then be reviewed by the Chief.

An Employee may file a grievance if he disagrees with the evaluation.

ARTICLE 32

DRUG AND ALCOHOL TESTING

32.1 GENERAL POLICY REGARDING DRUGS AND ALCOHOL

Statement.

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Fire Department present unacceptable risks to the safety and well being of other Employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the Employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

In the interests employing persons who are fully fit and capable of performing their jobs and for the safety and well-being of the Employees and residents, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

32.2 DEFINITIONS

A. "Drugs" shall mean any controlled substance listed in 720 ILCS 570/201 et seq. of the Compiled Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory, or coordination.

A listing of drugs covered by this policy are:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

B. "Impairment" due to drugs or alcohol shall mean a condition in which the Employee is unable to properly perform his/her duties due

to the effects of a drug or alcohol in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

C. "Positive Test Results" shall mean a positive result or both a confirming test and initial screen test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Sections 32.5 K and 32.6.

### 32.3 PROHIBITIONS

Fire fighters shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Employers premises or job sites, including all of the Employers buildings, properties, vehicles, and the Employees personal vehicle while engaged in the business of the Employer.
2. Using, selling, purchasing, or delivering any illegal drug during the work day or when off duty.
3. Being under the influence of alcohol during the course of the work day.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

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

### 32.4 THE ADMINISTRATION OF TESTS

#### A. INFORMING EMPLOYEES REGARDING DRUG TESTING

All Employees are fully informed, by the virtue of having a copy of the labor Agreement, of the Employers drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will inform the Employees of how the tests are conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired Employees will be provided with this information on their initial date of hire. No Employee shall be tested until this information is provided to him/her.

## B. PRE-EMPLOYMENT SCREENING

All new Fire Fighter applicants will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment.

## C. WHEN A TEST MAY BE COMPLETED

There shall be no across-the-board or random drug testing of Employees. Where there is reasonable suspicion to suspect that an Employee is under the influence of drugs and is impaired while on duty, that Employee may be required to report for drug or alcohol testing. When a supervisor has reasonable suspicion to suspect that an Employee is impaired, that supervisor shall notify the Employee and the Union. The Fire Department shall arrange for the drug or alcohol test. Management shall inform the Employee being ordered to submit to the test of his/her right to consult with a Union representative before submitting to the test. Refusal of an Employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discharge.

As part of any annual exam taken by any firefighters for Respirator Certification, the Chief may order that each exam shall include a drug and/or alcohol test.

## D. REASONABLE SUSPICION STANDARD

Reasonable suspicion exists if specified objectives, facts, and circumstances warrant rational inferences that a person is using and/or is physically impaired due to being under the influence of alcohol or controlled substances. Reasonable suspicion will be based upon the following:

(1) Observable phenomena, such direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substance;

(2) Information provided by an identifiable, reliable, and credible source(s) or which is independently corroborated.

It is understood that a drug test may be required under the following conditions:

(1) When an Employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty.

(2) When an Employee is involved in an on-the-job injury that requires medical treatment and, appears to be in the discretion of the Chief or the injured Employees immediate supervisor, to be such an injury that has the potential to be a Workers Compensation Claim.

(3) When an Employee is involved in an accident resulting in personal injury to the Employee or to other persons that require medical treatment or where property damage exceeds \$1,000.00, including, but not limited to, motor vehicle accidents.

(4) When an Employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol abuse.

#### E. ORDER TO SUBMIT TO TESTING

At the time an Employee is ordered to submit to testing, the City shall provide the Employee with the reasons for the order. Within a reasonable time from the time an Employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis for the order to test. The Employee shall be permitted to consult with a representative of the Union at the time the test is given provided that such representative is available. No questioning of the Employee shall be conducted that is not consistent with the Firemens Disciplinary Act. A refusal to submit to such a testing may subject the Employee to discipline, but the Employees taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the Employee will be removed from duty and placed on leave with pay pending the receipt of results. This shall not be considered to be sick leave.

#### F. CONDUCT OF TESTS

The City may use breath tests used by the police department commonly for DUI detection for alcohol testing. When testing as authorized by this Agreement (other than breath tests) the Employer shall:

A. Use Abraham Lincoln Memorial Hospital as the appropriate location for drawing blood or collecting urine specimens and shall further use only a clinical laboratory for analysis that is mutually agreed by the Union and the Employer, and is licensed according to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA). The parties agree that

such laboratory shall be designated no later than thirty (30) days after the execution of this Agreement.

B. Ensure that the laboratory or facility selected conforms to all NIDA standards.

C. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union upon request. All urine testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the Employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled, and initialed by the Employee to ensure that the specimen tested by the laboratory is that of the Employee. All blood sample testing shall be performed with the National Institute of Drug Abuse standards.

D. Collect a sufficient sample of the same bodily fluid or material from a fire fighter to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the Employee.

E. Collect samples in such a manner as to preserve the individual Employees right to privacy, ensure a high degree of security for the sample, and its freedom from adulteration. Employee shall not be witnessed by anyone while submitting a sample. Steps may be taken to secure the integrity of the sample by the Employer that respects individual Employee's rights to privacy and specifically may require the Employee to be observed during the submission of the sample when there is a reasonable suspicion that the Employee has attempted to compromise the accuracy of the testing procedure.

F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

G. Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employees own choosing, at the Employee's own expense.

H. Require that with regard to alcohol testing, that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive; that when a blood test is used, the Employer shall be responsible for the expense of blood test immediately after the blood test results have been obtained.

I. Provide each Employee tested with a copy of all information and reports received by Employer in connection with the testing results.

J. Ensure that no Employee is subject to any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency re-assignment shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure shall be expunged from the Employee's personnel files.

K. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial and confirmatory 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 understanding expressed herein, the Employer shall not use such information in any manner or forum adverse to the Employee's interest.

L. Alcohol Testing. Testing for alcohol may be made by blood or breath sample at the Employee's option. Any testing for alcohol based on a breath sample shall be made using an instrument approved by the State of Illinois Department of Public Health, Division of Alcohol and Substance Testing. Testing on such instrument shall take place at the City Police Station under the same evidentiary standards used by the Police Department for the investigation of DUI violations. A blood alcohol test shall be conducted in accordance with applicable provisions of this Section.

If an Employee tests positive as a result of the breath analysis test at the City Police Station, the Employee shall be entitled to request at his or her option a blood alcohol test to be conducted as soon as possible at the nearest available facility. In such event, the breathalyzer test result shall be considered the screening test, and the blood alcohol test shall be the confirming test. If the confirming blood alcohol test is negative, then the breathalyzer test results shall not be used in any manner or form adverse to the Employee's interests. Except as otherwise provided in the preceding paragraph, breath screen test results indicating the presence of alcohol in an amount equal to or greater than 0.04 grams per 210 liters of breath will be considered positive. A blood test indicating an alco-

hol concentration of 0.40 percent or more based upon grams of alcohol per 100 millimeters of blood shall be considered positive.

### 32.6 DRUG TESTING STANDARDS

#### A. SCREENING TEST STANDARDS

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana Metabolites	100 ng/ml
Cocaine Metabolites	300 ng/ml
Opiate Metabolites	300 ng/ml
Phencyclidine	36 ng/ml
Amphetamines	1000 ng/ml

#### B. CONFIRMATORY TEST STANDARDS

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

	<u>Confirmatory Test Level</u>
Marijuana Metabolites (1)	15 ng/ml
Cocaine Metabolites (2)	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoylecgonine

The above cut-off levels have been established based upon Department of Health and Human Services Recommendations. It is understood the changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cut-off levels. Should such changes or need arise, the par-

ties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the City may for good cause (e.g. NIDA or Health and Human Services Recommendations) implement new or changed cut-off levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through the grievance procedure.

### 32.7 USE OF ALCOHOL OR LEGAL DRUGS PRIOR TO EMERGENCY RECALL

The parties recognize that Employees may be placed in a conflict arising from the fact that Employees are not prohibited from consuming alcohol or legal drugs while off duty but are subject to emergency recall during off duty hours. Accordingly, when Employees are notified of any emergency recall from off duty, the following procedure shall apply:

(1) The recalled Employee shall advise the officer in charge of the station to which he/she reports if he/she has consumed alcohol or legal drugs during the day of the emergency recall and the extent of his consumption of alcohol or drugs.

(2) The officer in charge shall assess the Employees condition and fitness for duty and either assign him/her to duty or, if the Employee is determined to be unfit for duty, will not allow him/her to sign in for duty. Such decision shall be documented in writing and an Employee who has complied with paragraph (1) of this Section shall not be subject to adverse action unless it is determined that the Employee misrepresented the extent of his consumption of alcohol or drugs.

### 32.8 RIGHT TO CONTEST

The Union and/or the Employee, with or without the Union, shall have the right to file a grievance concerning any testing or results permitted by this Agreement.

### 32.9 VOLUNTARY REQUEST FOR ASSISTANCE

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, unless the request follows an order to submit to testing or the Employee has been found to be using illegal drugs or abusing drugs and alcohol. If the Employee is then unfit for duty in current assignment, the City may authorize sick leave or other assignment if it is available in which the Employee is qualified in and/or is able to perform. The City shall make available through its Employee Assistance Program a means by which the Employee may obtain referrals and treatment. All such requests shall

be confidential. When undergoing treatment and evaluation, Employees shall be allowed to use accumulative sick and/or paid leave and be placed on unpaid leave pending treatment. Unpaid leave not extending ninety (90) calendar days will not be considered a break in service. Such leave cannot exceed one calendar year.

### 32.10 DISCIPLINE

All discipline in situations involving a positive test shall be administered as specified herein.

#### A. FIRST POSITIVE

In the first instance that an Employee tests positive on the initial and confirmatory test for drugs or is found to be under the influence of alcohol, the Employee may be subject to an unpaid suspension not to exceed thirty (30) calendar days. The suspension is conditioned upon the Employee agreeing to:

(1) Undergo appropriate treatment as determined by the physician(s) involved.

(2) Discontinue use of illegal drugs or abuse of alcohol.

(3) Complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months.

(4) Submit to random testing during working hours during the period of "after-care" treatment.

Employees who do not agree to the foregoing shall be subject to discipline, up to and including discharge. 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.

#### B. SECOND POSITIVE

Employees who test positive on the initial and confirmatory test for drugs or are found to be under the influence of alcohol on a second occasion shall be discharged and the penalties shall not be subject to the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Employee on active status through the period of rehabilitation if it is appropriately determined (i.e. determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the Employees current

use of alcohol or drugs prevents such individual from performing his duties or whose continuance in active status would constitute a direct threat to the property and safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

Employees who are taking prescribed or over-the-counter medication that has an adverse side effect which interferes with the Employee's ability to perform his normal duties may be temporarily re-assigned with full pay to other more suitable duties.

#### 32.11 CONFIDENTIALITY OF TEST RESULTS

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Mayor, the designated representative of the Union, the City Attorney, and other persons necessarily involved in the administration of discipline or grievances under this Article and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any Employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

#### 32.12 INSURANCE COVERAGE

The Employer shall provide health insurance which covers the cost of the EAP program and/or subsequent treatment. The insurance should provide for both out-patient and in-patient treatment depending on the appropriate course in each Employees case. The inpatient treatment covered shall be of at least thirty (30) days' duration.

#### 32.13 DUTY ASSIGNMENT

If the nature of the EAP or treatment program (e.g. outpatient treatment) allows the Employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status. If an Employee participates in an in-patient 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 former position with no loss of seniority and accumulated benefits. An Employee may use his accumulated sickness or disability benefits during the period of his treatment leave.

Nothing in this Section shall prevent an Employee from seeking treatment or taking a treatment leave more than one (1) time in a year.

32.14 INDEMNIFICATION

The Employer agrees to hold the Union harmless and to bear any expense incurred by the Union in defending litigation (other than claims filed by Employees against the Union alleging breach of the Union's duty of fair representation) file because of the Employer's activities in carrying out the drug/alcohol testing program.

ARTICLE 33

EXTREME WEATHER

Employees will not be required to perform non-emergency duties which are inappropriate for extreme elements when elements are of extreme conditions. The guidelines in the City of Lincoln Fire Department Policy and Procedure manual will be adhered to. In addition, inappropriate duties will not be performed under conditions of rain, snow, lightning, extreme winds, or darkness. Inappropriate duties are defined to mean those duties of a non-emergency nature and duties which are not required to prepare for emergencies, but which are duties which can be performed at times which are more conducive to the health and welfare of the Employee involved.

Further, indoor non-emergency duties will not be required when the extreme temperature conditions are present and there is an absence of indoor controlled temperature (i.e. air conditioning and heating).

ARTICLE 34

GENERAL PROVISIONS

34.1 RESIDENCY REQUIREMENTS

Employees may reside anywhere within ten (10) miles of the City limits of Lincoln.

34.2 BULLETIN BOARD SPACE

The Employer shall provide ample space on bulletin boards for the use of the Union in the Firehouse at convenient locations accessible to Employees.

The Union agrees that such Notices shall pertain to Union meeting and matters and shall not be inflammatory nor political in nature.

34.3 GENDER

Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees unless biologically infeasible.

34.4 DISCRIMINATION/UNION ACTIVITY

The parties to this Agreement agree not to discriminate against any Employee because of race, color, creed, sex, national origin, marital status, or sexual orientation. There shall be no discrimination, interference, or coercion by the Employer against any Employee for his activity on behalf of, or membership in, the Union.

34.5 SANITATION, MAINTENANCE, AND UPKEEP

The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of the fire house as funds are available. The Employer further agrees to supply the items necessary to maintain sanitary conditions of all quarters within the firehouse.

The Union agrees that any supplies and materials used by the Union for Union business are to be purchased by the Union.

Any remodeling, reconstruction, or renovation shall be done by a certified contractor.

#### 34.6 CHAIN OF COMMAND

In an attempt to clarify this matter, the following Chain of Command is instituted.

There will be one (1) Chain of Command. The Chain of Command is to be adhered to by all members of the Department in directing the work forces and controlling the operations of the Department, except in cases of existing emergencies where the safety of the Fire Fighter, the public, and/or its property is in danger and it is not possible to follow the "Chain". In this latter event, the "Chain" need not be followed when exchanging or requesting routine information. If an individual in the "Chain" is unavailable or cannot be located after a reasonably diligent effort has been made, that step in the "Chain" may be skipped.

"EMERGENCY" or "INCIDENT" Chain of Command

Fire Chief  
Assistant Chief  
Captain  
Lieutenant

#### 34.7 INITIATING DOCUMENTS

Initiating documents will be as follows:

- a) General Order - A permanent order issued by the Chief.
- b) Special Order - A semi-permanent order issued by the Chief, or his designee in the Chief's absence.
- c) Memo - Informational in nature, dated and numbered.

Orders have been and may be issued, revised, or rescinded.

#### 34.8 LIGHT DUTY

An employee with a non-work related illness or injury on paid or unpaid medical leave of absence (including sick leave) may request light duty but assignment to light duty shall be assigned based upon criteria established at the sole discretion of the Fire Chief. Such criteria shall be established as a standard operating procedure and the Chief shall thereafter apply the criteria uniformly to employees with similar limitations under similar circumstances. The City may also require an employee who is on a paid or unpaid medical leave of

absence (including sick leave), or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified and released to perform. For any light duty, a City-approved physician(s) Board certified in the condition at issue must have determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within ninety (90) calendar days. The duties to be performed as part of the light duty assignment shall be determined by the Fire Chief or his designee but will generally consist of public education, training, pre-plans, inspections, and other fire-department related duties. It is agreed that a light duty assignment will generally be confined to the City Fire Department. Provided, however, an employee assigned to light duty will receive his regular rate of pay for all hours worked and all benefits under this Agreement which may be prorated when light duty is scheduled on a less than full-time basis. The City may assign the employee to (1) a 40 hour work week (M-F unless mutually agreed otherwise); or (2) his regular duty shift. If the employee is assigned to a 40 hour shift, and it is for a non-work related illness or injury, he may decline such assignment and utilize accrued unused sick leave to cover the absence. Generally, a light duty assignment under this Section shall not exceed ninety (90) days. The City reserves the right to extend or terminate any light duty assignment at an earlier time if the City's physician(s) determines that an employee is capable of returning to his normal job duties. Extensions are intended to be the exception and shall only be granted at the sole discretion of the Fire Chief.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within ninety (90) days, the City retains the right to terminate the employee's light duty assignment. The City will not thereafter contest an employee's Workers' Compensation claim or pension benefits solely on the basis that the employee was able to work light duty. Provided, however, the City reserves the right to contest benefits on any and all other bases.

Nothing herein shall be construed to require the City to create or maintain a light duty assignment for an employee. Employees will only be assigned light duty assignments when the City determines that the need exists and only as long as such need exists.

Nothing in this Section shall effect the statutory rights of the parties under the Fire Pension Code in dealing with an employee on a disability pension.

ARTICLE 35

MEDICAL PERSONNEL AT FIRE SCENE

The Employer agrees to request that an ambulance with trained medical personnel and life support equipment be at the scene of all major fires and emergencies when, in the judgment of the Chief, or his designees, such action is warranted.

ARTICLE 36

INOCULATION

If insurance will not pay, the Employer agrees to pay for all reasonable expenses for inoculation, immunization shots, and testing to assure inoculation has been effective for the Employees for hepatitis and other communicable diseases, such as AIDS, tuberculosis, and other diseases in this context. Normal childhood diseases are excluded. The Employees who have had their shots prior to the effective date of this Agreement shall be reimbursed for any out-of-pocket expenses incurred by them for the immunization shots. However, it is understood that to be entitled to be reimbursed, all Employees must make the necessary application through their health insurance or they shall not be entitled to reimbursement.

ARTICLE 37

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 38

APPENDICES AND AMENDMENTS

All appendices and amendments of this Agreement shall be lettered, dated, and signed by the responsible parties and shall be subject to all provisions of this Agreement.

ARTICLE 39

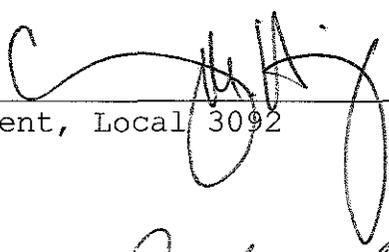
DURATION OF AGREEMENT

This Labor Agreement shall be effective retroactive to the first day of May, 2011. It shall remain in full force and effect until the last day of April, 2015.

Either party may, not less than sixty (60) days nor more than one hundred twenty (120) days prior to the termination date hereof, give notice in writing to the other party to terminate or negotiate revisions to this Agreement. If notice is not given in accordance with the foregoing, this Agreement shall be self-renewing for a one-year period.

All notice provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested. Any impasse at said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signature  
this 19<sup>th</sup> day of November, 2012.



\_\_\_\_\_  
President, Local 3092



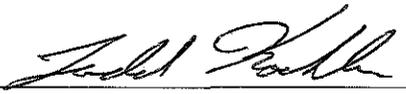
\_\_\_\_\_  
Mayor, City of Lincoln



\_\_\_\_\_  
Vice President, Local 3092



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Attorney for City of Lincoln



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Secretary, Local 3092