

ORDINANCE NO. 8586-6

AN ORDINANCE
APPROVING AN AGREEMENT BETWEEN THE
CITY OF URBANA AND LOCAL #1147 OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO, FOR THE TERM BEGINNING JULY 1, 1985

WHEREAS, the duly authorized representatives of the City of Urbana, Illinois (hereinafter referred to as the "City") and Local #1147 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the "Union") have met for the purpose of negotiating in good faith a contract for the term beginning the 1st day of July, 1985; and

WHEREAS, the City Council of the City of Urbana, Illinois and the members of the Union have heretofore each expressed approval of said negotiated contract.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Agreement between the City of Urbana, Illinois and Local #1147 of the International Association of Fire Fighters, AFL-CIO, for the term beginning July 1, 1985, a copy of which said Agreement is attached hereto and hereby incorporated by reference, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 15th day of July, 1985.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

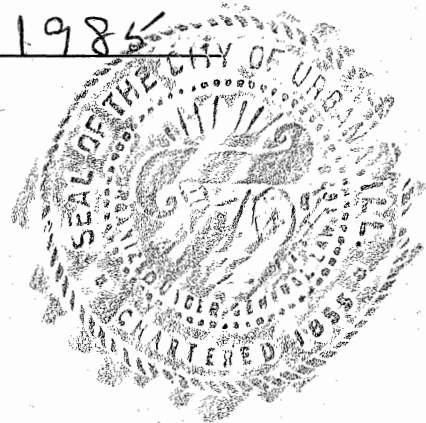
APPROVED by the Mayor this 5th day of August, 1985.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8586-6 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

Date July 19, 1985



AGREEMENT BETWEEN
THE CITY OF URBANA, ILLINOIS
AND
INTERNATIONAL ASSOCIATION
OF
FIRE FIGHTERS
LOCAL #1147

July 1, 1985

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AGREEMENT

This AGREEMENT, entered into this 1st day of July, 1985, between the City of Urbana, Illinois, (hereinafter referred to as the "City") and Local #1147 of the International Association of Fire Fighters, AFL-CIO, Urbana, Illinois (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to operate the City effectively in a responsible and efficient manner.

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees in the Fire Department and to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operations of the Fire Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE I
RECOGNITION AND REPRESENTATION

Section 1.1 Recognition and Appropriate Bargaining Unit. The City recognizes the Union as the sole and exclusive bargaining agent for the appropriate bargaining unit consisting of all full-time uniformed Fire Department personnel, including Fire Fighters and Lieutenants, but excluding the Fire Chief, Assistant Fire Chiefs, Captains, and clerical employees, for the purpose of negotiating in accordance with the provisions of this Agreement, a written Agreement covering wages, hours of labor, and conditions of employment.

Sections 1.2 Non-Discrimination. a) There shall be no discrimination, restraint, or coercion by the City or the Union for or against any employee because of membership or nonmembership in the Union.

b) In accordance with applicable federal, state and city laws, neither the City nor the Union shall unlawfully discriminate against any employee covered by this Agreement.

ARTICLE II DEDUCTION OF UNION DUES

Section 2.1 Checkoff. Upon receipt of a signed authorization from an employee in the form set forth in Appendix "A", the City agrees to deduct from such employee's pay uniform Union dues. The Union will notify the City in writing of the amount of the uniform dues to be deducted annually. Deduction shall be made on each payday and shall be remitted, together with an itemized statement, to the Treasurer of the Union or his/her designee by the 15th day of the month following the month in which any such deductions are made.

Section 2.2 Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE III MANAGEMENT RIGHTS

Section 3.1 Management Rights. It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Fire Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct and control all the operations and services of the Fire Department; to schedule and assign work; to establish normal work hours; to assign overtime; to determine the methods, means and organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 3.2 Right to Grieve. Any dispute with respect to management rights shall not be in any way subject to arbitration, but any grievance with respect to the City's rules and regulations may be subject to grievance procedure as provided in Section 16.2; provided, however, that nothing contained herein shall supplant the lawful authority of the Urbana Civil Service Commission. Nothing in this Article shall be deemed to deny the rights of any employee to submit a grievance claiming or charging violation of any subsequent provision hereof.

ARTICLE IV
NO STRIKE AND NO LOCKOUT

Section 4.1 No Strike. During the terms of this Agreement, neither the Union, its officers or agents or any employee will instigate, promote, sponsor, engage in or condone any strikes, sympathy strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 4.2 No Lockout. The City will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE V
GRIEVANCE PROCEDURE

Section 5.1 Definition. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the City involving as to him/her the meaning, interpretation or application of the express provisions of this Agreement.

Section 5.2 Procedure.

Step 1: Any employee covered by this Agreement who has a grievance shall submit it to the supervisor who is designated for the purpose by the City; provided that said grievance shall be in writing on the standard grievance form and signed by both the aggrieved employee and the appropriate Union Representative. The supervisor shall give his/her written answer within five (5) business days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing on the same standard grievance form submitted at Step 1 to the Fire Chief within five (5) business days after the designated supervisor's answer in Step 1 and shall be signed by both the Employee and Union Representative. The Fire Chief, or his/her representative, shall discuss the grievance within five (5) business days with the Union Representative at a time mutually agreeable to both parties. The Fire Chief, or his/her representative, shall respond in writing to the Union within five (5) business days following their meeting.

Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Chief Administrative Officer or his/her designated representative on the same standards grievance

form submitted in Step 1 within five (5) business days after the City's answer in Step 2. A meeting between the Chief Administrative Officer, or his/her representative and the Chief Union Representative shall be held at a time mutually agreeable to the parties. The Chief Administrative Officer or his/her representative shall give the City's written answer to the Union within ten (10) business days following the meeting.

Section 5.3 Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in step 3. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names. The other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a date and time for the hearing, subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Urbana, Illinois.

Section 5.4 Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall only consider and make a finding with respect to the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a finding on any other issue not so submitted to him/her. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her finding within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The finding shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be binding.

Section 5.5 Expenses of Arbitration. For all grievances arising after the date of signing this Agreement, expenses for the arbitrator's services, if any, shall be borne by the City if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part.

Each party shall be responsible for compensating its own representatives and witnesses.

Section 5.6 Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in the Article shall mean the days Mondays through Fridays inclusively and excludes Saturdays, Sundays, and holidays on which the City Building is closed.

Section 5.7 Jurisdiction of Civil Service Commission. Discharges shall be subject to the exclusive jurisdiction of the Civil Service Commission and shall not be subject to the grievance and arbitration provisions of this Agreement. Other disciplinary actions may be appealed only in accordance with the grievance and arbitration provisions of this Agreement and may be filed initially at Step 2 of the Grievance Procedure.

ARTICLE VI HOURS OF WORK

Section 6.1 Application. This article is intended to define the normal hours of work per day or per week and provides the basis for the calculation of, and payment of overtime pay.

Section 6.2 Workday and Workweek. For personnel in the Fire Department assigned to a schedule of twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty, the normal workday shall consist of twenty-four (24) consecutive hours; the normal workweek shall consist of fifty-six (56) hours when averaged over a three (3) week period. Any hours worked or taken on approved leave in excess of one hundred fifty-nine (159) hours during any such three (3) week period will be compensated at the overtime rate of pay as provided in Section 6.3 of this Agreement. For personnel in the Fire Department assigned to a schedule of five (5) consecutive workdays, the normal workday shall consist of eight (8) consecutive hours of work which may be interrupted by a lunch period; the normal workweek shall consist of forty (40) hours per week.

Section 6.3 Paid Overtime. Whenever an off-duty employee is ordered to work on a holiday he/she was not scheduled to work or to remain on duty after his/her normal tour of duty for any departmental function, he/she shall be paid overtime at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay with a minimum of thirty (30) minutes. Any time in excess of thirty (30) minutes shall be computed and paid in multiples of thirty (30) minutes.

Section 6.4 Call Back. For each instance of a call back to duty (including holidays) a minimum of two (2) hours of overtime pay shall be paid to each said employee called back. Any time in excess of two (2) hours shall be paid and computed in multiples of one (1) hour. Provided that any employee so called back for an emergency arrives at the appropriate Urbana fire station within one-half (1/2) hour of the time so called, any employee so called shall be paid from the time that he/she is called.

Section 6.5 Compensatory Option. Subject to applicable Federal law, rules, and regulations, employees covered by this Agreement shall have the option of receiving overtime pay or compensatory time off. Compensatory time shall be accrued at the same rate as overtime pay and shall accumulate to a maximum of one hundred and twenty (120) hours. Provided, it is expressly understood that the right to schedule compensatory time off is reserved by the Chief of the Fire Department or his/her designee in order to provide for the effective operation of the Department. Compensatory time may not be accrued for overtime that is part of the normal workweek.

Section 6.6 Exchanging Tours of Duty. The Fire Chief or his/her designee may grant the request of any two (2) members of the Fire Department to exchange tours of duty or days off.

ARTICLE VII SENIORITY

Section 7.1 Definition. The seniority of employees covered by this Agreement shall be based on their length of continuous service since their last date of hire with the Urbana Fire Department.

Section 7.2 Probationary Period. Each employee shall be considered a probationary employee for the first twelve (12) months of continuous service, after which his/her seniority shall date back to his/her date of hire with the Fire Department. There shall be no seniority among probationary employees, and they may be laid off, discharged or otherwise terminated without recourse at the sole discretion of the City.

Section 7.3 Layoffs and Recalls. In the event the City determines that a reduction in force is necessary, employees with the least seniority in the affected classification shall be laid off first. Employees laid off from the affected classification may replace the

least senior employee in the next lower rated classification covered by this Agreement. Employees removed from any classification in accordance with these provisions may exercise their seniority in the next lower classification based on their length of continuous service since their last date of hire with the Fire Department. Employees in the classification in which employees of the initially affected classification have exercised their right to a position will be laid off based on their length of continuous service since their last date of hire with the Fire Department. Employees shall be recalled in the inverse order of layoffs, provided they are able to perform the work available. No new employees shall be hired until the employees who have been laid off have been given an opportunity to return to work or as otherwise provided by law.

Section 7.4 Determination of Seniority for Same-Day Hires. In determining an employee's seniority, the applicable state law shall govern; provided, however, that if more than one (1) person is hired on the same day persons shall receive seniority preference based upon their order of hire which shall be designated by the City at the time of hire.

Section 7.5 Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- a) quits; or;
- b) is discharged; or
- c) retires or is retired; or
- d) is absent for three (3) consecutive days without notifying the City. Service broken under this section may be reestablished if the employee can show that extraordinary circumstances prevented his/her timely return; or
- e) is laid off and fails to report to work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of the three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- f) does not report for work at his/her scheduled time for his/her second scheduled duty day after the termination of an authorized leave of absence. Service broken under this section may be reestablished if the employee can show that extraordinary circumstances prevented his/her timely return.

Section 7.6 Seniority List. The Fire Chief shall establish a seniority list of employees covered by this Agreement and it shall be brought up to date on July 1 of each year and posted immediately thereafter at all fire stations for a period of not less than thirty (30) days. A copy of the seniority list as posted shall be given to the Secretary of the Union. Any employee alleging an error in respect to the seniority list, as posted, shall notify the City in writing within ten (10) days of the posting of the list.

ARTICLE VIII WAGES AND BENEFITS

Section 8.1 Salaries. Salaries shall be paid according to Appendix B attached hereto and made a part of this Agreement.

Section 8.2 Longevity Pay. Longevity pay shall be paid according to Appendix "C" attached hereto and made a part of this Agreement.

Section 8.3 Equal Compensation. Any employee assigned to a schedule of five (5) consecutive workdays shall receive compensation equal in wages and other monetary payments to that of any other employee assigned to a schedule of twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty in accordance with the appropriate classification and seniority of that employee.

Section 8.4 Temporary Upgrading. To assure the orderly performance and continuity of municipal services, the City may temporarily upgrade employees on an acting basis to positions of higher rank. No employee shall be temporarily upgraded more than one (1) rank.

Fire Fighters shall have the option to refuse temporary upgrading without prejudice. Lieutenants who are given upgrade assignments to Captain shall not have the right to refuse the assignment.

Temporary upgrade pay shall be paid when an employee is assigned to work at a higher rank, commencing with the time his assignment to the higher rank is to begin and continuing until such assignment is terminated. When a Fire Fighter is upgraded to Acting Lieutenant, he/she shall be paid the difference between his/her annual base including longevity pay, and the annual base for Lieutenant, including the same longevity pay. When a Lieutenant is upgraded to Acting Captain, he/she will be paid one-half the difference between the annual base for Lieutenant, including longevity pay, and the annual salary for Captain, excluding any longevity pay; except, however, the rate shall be increased to pay the full difference between the Lieutenant's annual base, including longevity, and the annual salary for the Captain, excluding any longevity pay, to anyone assigned to the position after the position has been temporarily filled for more than six (6) months. Should the upgrading take place on a holiday covered by the Agreement, the upgraded Lieutenant will receive holiday pay computed at his/her normal rate.

ARTICLE IX HOLIDAYS

Section 9.1 Pay for Holidays. Employees shall be paid for the following nine (9) holidays:

New Year's Day
Veteran's Day
Thanksgiving Day
President's Day
Spring Day (Good Friday)

Christmas Day
Labor Day
Memorial Day
Independence Day

Section 9.2 Holiday Pay. Whether or not an employee assigned to a schedule of twenty-four (24) hours on duty immediately followed by forth-eight (48) hours off duty is scheduled to work on the above named holidays, said employee shall receive an additional 11.2 hours of straight time pay per holiday (including longevity) based on the employee's regular hourly rate.

Section 9.3 Holiday Pay - Compensatory Option. Employees preferring to take holiday pay as compensatory time may opt to receive 11.2 hours of compensatory time for any and all of the above holidays.

ARTICLE X VACATION

Section 10.1 Paid Vacations. (a) Employees who have been employed by the City for a period of at least one (1) year shall receive vacation during each year, calculated as follows:

| <u>Category of Continuous Service</u> | <u>Amount of Vacation</u> | |
|--|---|---|
| | <u>Schedule of 56 Hour Average Workweek</u> | <u>Schedule Of 40 Hour Workweek</u> |
| A. After the completion of one (1) year of continuous service through the end of the fifth (5th) year of continuous service | 7 Duty Days | 14 Duty Days |
| B. After the completion of five (5) years of continuous service through the end of the ninth (9th) year of continuous service | 8 Duty Days | 16 Duty Days |
| C. After the completion of nine (9) years of continuous service through the end of the fourteenth (14th) year of continuous service | 11 Duty Days | 22 Duty Days |
| D. After the completion of fourteen (14) years of continuous service through the end of the nineteenth (19th) year of continuous service | 12 Duty Days | 24 Duty Days |
| E. After the completion of nineteen (19) years of continuous service to termination of continuous service | 13 Duty Days | 26 Duty Days |

(b) Employees who have been employed by the City for a period of less than one (1) year shall accrue one-half (1/2) duty day for each month of employment to a maximum of five (5) duty days. The accrual shall start with the first day of full-time employment and that shall be the starting anniversary date of full-time employment.

Section 10.2 Vacation Scheduling. Vacations shall be scheduled from the individual's anniversary date of employment of each vacation year, and insofar as practicable, be granted at times selected by each employee in accordance with their seniority. The City shall authorize the absence of at least two (2) bargaining unit members per shift concurrently for the purpose of vacation or compensatory time.

Section 10.3 Vacation Accumulation. Vacation shall not accumulate unless:

- (a) It has been determined by the City that it would interfere with City operations to permit an employee to take his/her vacation within the normal twelve (12) month period; or
- (b) A written request has been submitted to the Fire Chief citing circumstances and a desire by the employee to accumulate vacation time for a special purpose. Such reasonable requests shall be granted, if possible. The final determination, however, is exclusively reserved to the City. In no instance shall an employee accumulate in excess of three hundred and twelve (312) hours of vacation.
- (c) Accumulated vacation shall be paid at the rate of pay in effect when the employee takes such vacation, unless such vacation is accumulated or deferred pursuant to subsection (b), in which event said vacation shall be paid at the rate of pay in effect when the employee became eligible for the vacation being accumulated or deferred.

Section 10.4 Minimum Vacation Period. For employees assigned to a schedule of twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty, a twenty-four (24) hour period shall be the minimum allowable period of vacation.

Section 10.5 Vacation Rights in Case of Separation. Any employee who is separated from employment from the City for any reason other than for just cause shall be paid for any unused vacation at the time of separation.

ARTICLE XI LEAVES OF ABSENCE

Section 11.1 General Leave. Employees covered by this Agreement may request a leave of absence without pay in accordance with the applicable rules of the Civil Service Commission. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.

Section 11.2 Sick Leave (a) General. Accumulated sick leave may be charged for non-duty illness and off the job incurred injury and disability. As used in this Section, pregnancy, miscarriages, abortion, childbirth, and recovery therefrom will also be considered by the City as a temporary disability for which accumulated sick leave may be used, but only for the period in which any such employee cannot or should not, on medical advice, perform her job. Sick leave shall be charged only for the hours the employee would have been scheduled to work on that day but for his/her illness or non-duty injury.

(b) Rate of Accumulation. (1) Employees covered by this Agreement whose normal workday consists of twenty-four (24) consecutive hours and whose normal workweek consists of fifty-six (56) hours when averaged over a three (3) week period on a schedule of twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty shall be credited with ninety-six (96) hours of sick leave on the starting anniversary date. After completion of one (1) calendar year of full-time employment, an employee shall accumulate 11.2 hours of sick leave per month.

(2) Employees covered by this Agreement whose normal workday shall consist of eight (8) consecutive hours of work, which may be interrupted by a lunch period, and whose normal workweek shall consist of forty (40) hours per week, shall be credited with sixty-nine (69) hours of sick leave on their starting anniversary date. After completion of one (1) calendar year of full-time employment, an employee shall accumulate eight (8) hours sick leave per month.

(3) Sick leave may be accumulated with no maximum. Sick leave shall not be used or charged for any absence due to job related injuries. Any employee assigned to the schedule in Section 11.2(b)(2) from a schedule as in Section 11.2(b)(1) will be credited with .714 times his/her accumulated sick leave as of that date. Any employee assigned to a schedule as in 11.2(b)(1) from the schedule in 11.2(b)(2) shall be credited with 1.4 times his/her accumulated sick leave as of that date.

(c) Return from Sick Leave. No employee who has been absent in accordance with this section for more than two (2) consecutive workdays if scheduled according to 11.2(b)(1) or more than four (4) consecutive workdays if scheduled according to 11.2(b)(2) shall return to work without first submitting to his/her supervisor a certificate obtained by the employee and signed by a reputable physician stating that the employee was sick on the days for which sick leave was used and that the employee was seen by the doctor and that the employee is able to return to work and perform the duties of his/her employment. However, the City may require an employee to undertake a physical examination by a reputable physician at the City's expense to determine whether he/she is fit to return to or continue work. If such physician determines that the employee may not continue or resume work but must, if eligible, take sick or injury leave. If the physician certifies that the employee is able to perform the duties of his/her employment, said certification shall constitute termination of any leave of absence for sickness or injury.

For any occurrence of absence in accordance with this section after the first four (4) occurrences, each of twelve (12) hours duration or more, during any twelve (12) month period, regardless of the length of such occurrence, an employee may additionally be requested to obtain and present a physician's statement stating that the employee was seen by the physician during the time of absence and that the employee was sick and unable to perform the duties of his/her employment during that time. Absences occurring under this section for which no such physician's statement is presented when required shall be treated as an absence without leave, which is subject to Section 7.5 of this Agreement and/or other applicable rules and regulations for the City.

(d) Use of sick leave may be exercised by an employee in the event of an illness or accident in his/her immediate household (spouse and/or children) that requires his/her presence. Sick leave may also be exercised up to three (3) duty days for each occurrence by an employee in the event of an acute or life-threatening illness or accident to an employee's mother, father, mother-in-law, or father-in-law which requires his/her presence.

(e) Payment for Sick Leave. Any employee covered by this Agreement who has completed twenty (20) years of service with the Urbana Fire Department or who has retired as a result of a disability, shall upon retirement or resignation from the department receive payment for accumulated sick leave in an amount equal to ten percent (10%) of the accrual, such payment to be made on the basis of the employee's hourly rate of pay at the time of such honorable separation.

(f) Any employee covered by this Agreement who does not use any sick leave as provided for by this Agreement during the course of a calendar year, shall be credited with twelve (12) hours of compensatory time to be used as provided in Section 10.2 of this Agreement.

Section 11.3 Funeral Leave. When a death occurs in an employee's immediate family (i.e., employee's or spouse's mother, father, brother, sister, child, grandparents, or spouse of employee), an employee covered by this Agreement, upon request, will be excused for up to three (3) consecutive days for the purpose of attending the funeral. Provided, however, that should the death of a member of the employee's immediate family occur while an employee is on active duty status, said employee will be excused from duty, and no charge against funeral leave time will be made for that duty day. An eligible employee shall be paid his/her normal daily rate of pay for any day or days on which he/she is excused and but for such excuse would have been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

Section 11.4 Bereavement Leave. Additional bereavement time beyond the three (3) consecutive days granted for funeral leave may be charged to sick leave at employee's discretion. All policies included in Article XI, Section 2 of this Agreement regarding use of sick leave will apply to sick leave used for bereavement.

Section 11.5 Union Leave. Leaves of absence without pay shall be granted, to the extent there is no interference with City operation, to employees who are selected, delegated, or appointed to attend conventions or educational conferences of the Union, for a maximum of one hundred twenty (120) hours for the department per fiscal year. Any request for such leave shall be submitted in writing by the Union to the employee's immediate supervisor and shall be answered in writing, no later than ten (10) days following the request.

ARTICLE XII INSURANCE

Section 12.1 Group Insurance. The City shall pay the full cost of the premium for the standard health insurance plan currently in effect for each employee covered by this Agreement. The "standard health insurance plan" shall be defined as that insurance plan provided to employees as of June 30, 1982 or its successors and does not refer to any prepaid health care plan that the City may offer its employees as an alternative to the standard plan. If an employee chooses an alternative health care plan provided by the City, the City shall contribute the amount of the cost of the standard health insurance plan toward such alternative plan, and the employee shall pay the difference.

Section 12.2 Denture Insurance. The City shall provide for insurance coverage for the loss or damage of dentures incurred by employees covered by this Agreement while engaged in:

- (a) The control or suppression of a fire; or
- (b) Emergency rescue operations; or
- (c) Active training exercises simulating the activities described above in subparagraphs (a) or (b).

Section 12.3 Right to Select Carriers. (a) The benefit provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. "Insurance Companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance companies.

(b) The City shall notify and consult with the Union before changing insurance carriers or self-insuring. Notwithstanding any such changes, the level of benefits shall remain substantially the same.

ARTICLE XIII CLOTHING ALLOWANCE

Section 13.1 Initial Issues and Replacement. The City shall require and provide the following initial issue of clothing at no expense to the employee. Serviceable uniform and uniform equipment shall not be used for any purpose while in an off-duty status, without the express permission of the Chief of the Fire Department. The following shall be authorized articles of clothing and uniform equipment:

- (a) Uniform trousers - 3 each
- (b) Uniform shirts - 4 each - long and short sleeve
- (c) Uniform necktie - 2 each
- (d) Uniform summer jacket - 1 each
- (e) Uniform winter jacket - 1 each
- (f) Uniform cap - 1 each
- (g) Work uniform - 1 each
- (h) Uniform shoes/boots - 1 each
- (i) Black waist belt - 1 each
- (j) Coveralls - 1 pair
- (k) Black gloves - 1 pair
- (l) Socks - 4 pairs
- (m) T-shirts - 4 each
- (n) Insulated vest - 1 each
- (o) Badges and insignias - all required

In the event an employee fails to complete his/her probationary period, all articles of uniforms and uniform equipment provided for in Section 13.1 shall be returned to the City.

After an employee has satisfactorily completed his/her probationary period, a uniform allowance account will be established on or before July 1 by the Chief of the Fire Department in the amount of sixty-five dollars (\$65) per employee.

Items legitimately damaged or lost during duty activities will not be charged against this account, but will be replaced in kind by the City. The normal maintenance of the uniform and uniform equipment in a satisfactory manner shall be the responsibility of the employee. If, from time to time, the uniform requirements should be changed by the City, all required additional items will be issued by the City of Urbana, and must be surrendered upon termination of the relationship:

- (a) Uniform summer jacket
- (b) Uniform winter jacket
- (c) Insulated vest
- (d) Coat badges and cap insignias

Section 13.2 Reversion to the General Fund. All credit remaining in the employee's uniform allowance account at the end of the City's fiscal year will be cancelled, and funds remaining will revert to the City's General Fund.

The two percent (2%) Foreign Insurance Company Tax will remain to be used and administered by the members of the Fire Department during the term of this Agreement, in accordance with the applicable state statutes governing the operation and use of same. Monies received for the two percent (2%) fund will not be placed in part or in whole into the pension fund for the duration of this Agreement.

Section 13.3 Eyeglasses. If, in the line of duty, eyeglasses are damaged or destroyed, replacement or repair will be in accordance with the following schedule:

- (a) If glasses are totally destroyed, the City will pay for replacement of lenses based upon the last verifiable prescription plus \$50.00 for frames.
- (b) If either or both lenses are lost or destroyed, replacement will be made based on the last verifiable prescription.
- (c) In the event of damage, loss or destruction of frames, the City will pay a maximum of \$50.00 for replacement or repair.

All claims for payment or reimbursement will be submitted to the designated officer on the proper form.

Section 13.4 Accountability. In order to qualify for payment, the employee will turn in a receipt of purchase for any and all items purchased from the clothing list. The City will, after implementing the above procedure, recommend it as the preferred manner of governing the accountability of public funds relative to the clothing allowance of the Urbana Fire Department.

ARTICLE XIV SAFETY AND HEALTH

Section 14.1 Safety. In accordance with applicable law, the City will make reasonable provisions for the safety of the employees covered by this Agreement. The City shall provide turn-out equipment which is in good condition and proper size. Said turn-out equipment shall consist of: fire coats, fire helmets, bunker pants, suspenders, gloves, face and eye protection equipment and all boots. The City recognizes the right of the Union to consult with the City and make recommendations on safety and equipment.

Section 14.2 Health. The City shall pay the full cost of a physical examination taken by an employee at the direction of the City. The City reserves the right to select the physician and facility at which the physical examination is to be taken.

ARTICLE XV DUTIES

Section 15.1 Normal Duties. No employee covered by this Agreement shall be required to perform duties not associated with:

- (a) Fire fighting, fire prevention, maintenance of fire fighting apparatus, equipment, tools, or facilities, and other duties as are necessary for the efficient operation of the Fire Department; or
- (b) Emergency first aid and rescue duties in connection with the operation of the Fire Department; or
- (c) Demonstrations or instructions to the public or various organizations concerning public safety; or
- (d) Other duties mutually agreed to by the parties.

Section 15.2 Right to Grieve. In the event an employee believes that the provisions of this Section have been violated, he/she may file a grievance at the second Step of the grievance procedure.

ARTICLE XVI RULES AND REGULATIONS

Section 16.1 Rules and Regulations. The Union agrees that the employees shall comply with all reasonable rules and regulations presently in effect or subsequently enacted by the City.

Section 16.2 Right to Grieve. The City agrees that an allegation of arbitrary, capricious, or discriminatory application of its rules and regulations or the reasonableness of said rules and regulations shall be subject to the grievance procedure. The City shall not discipline or discharge any employee without just cause.

Section 16.3 Discussion and Implementation. Upon written request by the Union, the City agrees to meet at a mutually agreeable time and place with the Union to discuss the application or modification of new or existing rules and regulations. All new rules and regulations shall be implemented after reasonable notice to the employees.

ARTICLE XVII GENERAL PROVISIONS

Section 17.1 Residency Requirements. During the term of this Agreement, the City will not initiate with the Civil Service Commission a reconsideration of the current residency requirements for employees covered by this Agreement.

Section 17.2 Parking. During the term of this Agreement, the City will continue to provide, at no expense to the employee, parking in the designated areas of Lot 10X and at the north and south substations.

Section 17.3 Precedence of Agreement. In the event of a conflict between a provisions of this Agreement and any regulations, ordinance or rule of the City or any of its boards or commissions (insofar as said regulations, ordinance or rule affects employees covered by this Agreement), the provision of this Agreement shall control. Provided, however, the City agrees to maintain the Rules and Regulations of the Civil Service Commission, as they exist as of the date of this Agreement or as they may lawfully be changed by the Commission, for the employees covered under this Agreement insofar as such Rules and Regulations do not conflict with the express provision of this Agreement. The provisions of this clause shall not be interpreted to restrict the City Council from lawfully modifying or changing the Personnel Policies, Rules, and Regulations of the City as permitted under the Constitution of the State of Illinois, except that such changes which modify, change or abolish Civil Service shall not effect the employees covered under this Agreement until such time as a new or modified agreement is approved by both parties, this Agreement is terminated pursuant to Article XXI, or the change is consented to mutually in writing for the duration of this Agreement. The City shall take any legal action to accomplish the foregoing.

ARTICLE XVIII SAVINGS CLAUSE

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or an order, decree or judgment of any court having jurisdiction over the parties.

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 XIX ENTIRE AGREEMENT

Section 19.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement.

Section 19.2 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

ARTICLE XX
TERMINATION

This Agreement shall be effective as of the 1st day of July, 1985, and shall remain in full force and effect until the 30th day of June, 1988, except as provided in Sections 8.1 and 8.3 of this Agreement. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 19__.

For the City:

For the Union:

Mayor

President

ATTEST TO:

Vice President

City Clerk

Secretary

APPENDIX "A"
AUTHORIZATION FOR
CHECKOFF OF UNION DUES

I hereby authorize the City of Urbana to deduct from my pay the uniform dues of Urbana Fire Fighters Association, Local 1147, International Association of Fire Fighters, AFL-CIO, and remit said amounts to the Union.

I understand that I may not cancel this authorization for one (1) year from the date I sign it or until the termination date of the current labor agreement between Local #1147 and the City, whichever date occurs sooner.

Print Name

Signature

Date

APPENDIX "B"

The base salary for employees covered by the Agreement shall be as follows:

Effective July 1, 1985 through and including June 30, 1986:

| CLASSIFICATION | ANNUAL BASE |
|----------------|-------------|
| Fire Fighter* | \$22,712 |
| Lieutenant | 25,170 |

For those Fire Fighters working an average fifty-six (56) hour workweek, the total annual base is comprised of fifty-three (53) hours at \$7.596 per hour and three (3) hours at \$11.394 per hour, all part of the normal workweek.

For those Lieutenants working an average fifty-six (56) hour workweek, the total annual base is comprised of fifty-three (53) hours at \$8.418 per hour and three (3) hours at \$12.627 per hour, all part of the normal workweek.

For those personnel working a forty (40) hour workweek, the hourly rate shall be the annual base divided by 2,080.

Effective July 1, 1986 through and including June 30, 1987:

| CLASSIFICATION | ANNUAL BASE |
|----------------|-------------|
| Fire Fighter* | \$23,620 |
| Lieutenant | 26,177 |

For those Fire Fighters working an average fifty-six (56) hour workweek, the total annual base is comprised of fifty-three (53) hours at \$7.900 per hour and three (3) hours at \$11.850 per hour, all part of the normal workweek.

For those Lieutenants working an average fifty-six (56) hour workweek, the total annual base is comprised of fifty-three (53) hours at \$8.755 per hour and three (3) hours at \$13.133 per hour, all part of the normal workweek.

For those personnel working a forty (40) hour workweek, the hourly rate shall be the annual base divided by 2,080.

Effective July 1, 1987 through and including June 30, 1988:

| CLASSIFICATION | ANNUAL BASE |
|----------------|-------------|
| Fire Fighter* | \$24,447 |
| Lieutenant | 27,093 |

For those Fire Fighters working an average fifty-six (56) hour workweek, the total annual base is comprised of fifty-three (53) hours at \$8.176 per hour and three (3) hours at \$12.264 per hour, all part of the normal workweek.

For those Lieutenants working an average fifty-six (56) hour workweek, the total annual base is comprised of fifty-three (53) hours at \$9.061 per hour and three (3) hours at \$13.592 per hour, all part of the normal workweek.

For those personnel working a forty (40) hour workweek, the hourly rate shall be the annual base divided by 2,080.

*The base salary for probational employees as defined by Section 7.2 of this Agreement shall, for the first six (6) months of such employment be \$2,400.00 less, and for the remaining six (6) months, be \$1,800 less than the annual base salary as established herein for a full-time uniformed Fire Fighter.

APPENDIX "C"

The total maximum annual salary of all employees covered by this Agreement shall be the base salary (excluding any additional amounts for education) as listed and established in Appendix "B" of this Agreement plus longevity pay. Such longevity pay shall be computed as follows:

(1) Except as provided in part (2) hereunder, two (2) percent of the base salary (excluding any additional annual amounts for education) as listed and established in Appendix "B" of this Agreement for each two (2) years of service to a cumulative maximum percentage of ten (10) percent.

(2) For any employee covered by this Agreement who, as of May 1, 1974, was entitled to receive longevity pay under an Ordinance entitled "An Ordinance in Regard to Length of Service and Regulations and Compensation of Municipal Employees," as adopted by the City Council and approved by the Mayor on May 1, 1967, which longevity pay cumulatively totaled ten percent (10%) or more prior to the said May 1, 1974, shall receive longevity pay at the rate established and therein frozen pursuant to that Ordinance No. 7374-63A, entitled, "An Ordinance Amending a Certain Ordinance Entitled 'An Ordinance in Regard to Length of Service and Regulations and Compensation of Municipal Employees'," which was passed by the City Council and approved by the Mayor on May 1, 1974.

APPENDIX "D"
EDUCATIONAL INCENTIVE PAY

It is the intent of the City of Urbana to promote the continued education of members of the Fire Department of the City of Urbana insofar as it is demonstrated that such education contributes to the effectiveness and efficiency of the Department in its service to the City. Therefore, there is hereby established an educational incentive program, toward this end, to be administered as follows:

For hours successfully completed at an accredited institution of higher education in coursework pursuant to an Associate of Arts Degree in Fire Service:

AA in Fire Science Credit Hours Required

| Semester | Quarter | \$ Increase |
|---------------------------|---------|-------------|
| 30 | 45 | \$225 |
| 45 | 68 | \$450 |
| Associates of Arts Degree | | \$650 |

Certification of credit hours as listed above shall be provided by the employee who qualifies for such incentive upon proper certification from the registrar of the educational institution where the coursework was taken.

Payment of the educational bonus will be made on an annual basis upon proper certification and the approval of the Chief Administrative Officer or his/her designee. The educational incentive bonus shall not be considered as a part of an employee's base hourly or annual salary for any purpose whatsoever.