

**AN ORDINANCE
AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT
TO THE AGREEMENT BETWEEN THE CITY OF URBANA, ILLINOIS
AND LOCAL # 1147 OF THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS FOR THE TERM BEGINNING JULY 1, 2004 THROUGH JUNE 30,
2007 (CONTRACT SECTION 17.7, IMPLEMENTING THE ILLINOIS FIRE
DEPARTMENT PROMOTIONS ACT, AS AMENDED BY AGREEMENT
OF THE CITY AND THE UNION)**

WHEREAS, The City of Urbana and Local # 1147 of the International Association of Fire Fighters (the "Union") have executed a collective bargaining agreement entitled "AGREEMENT BETWEEN THE CITY OF URBANA, ILLINOIS AND LOCAL #1147 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FOR THE TERM BEGINNING JULY 1, 2004 THROUGH JUNE 30, 2007" (the "Collective Bargaining Agreement"); and

WHEREAS, the State of Illinois has enacted legislation known as the Illinois Fire Department Promotions Act, 50 ILCS 742 (the "Act"), which mandates certain fire department promotions procedures unless amended by agreement of the parties; and

WHEREAS, the duly authorized representatives of the City of Urbana, Illinois and the Union have met for the purpose of negotiating in good faith implementation of the Act; and

WHEREAS, negotiators for the City and the Union have reached agreement on implementation of the Act, with changes as agreed by the parties; and

WHEREAS, the negotiated agreement calls for amendment of the Collective Bargaining Agreement, as set forth in the attachment to this ordinance which is incorporated into this ordinance by reference;

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

Section 1. That the Council hereby approves the implementation of the Act as negotiated by the representatives of the City and Local #1147 of the International Association of Fire Fighters.


Section 2. That the Mayor is hereby authorized to execute and deliver an AGREEMENT BETWEEN THE CITY OF URBANA, ILLINOIS AND LOCAL #1147 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FOR THE TERM BEGINNING JULY 1, 2004 THROUGH JUNE 30, 2007, with the changes implementing the Illinois Fire Department Promotions Act in substantially the form of the agreement which is before this Council, a copy of which is attached hereto and incorporated herein. The City Clerk is authorized to attest to the Mayor's execution thereof.

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

PASSED by the City Council this 21st day of March, 2005.

- AYES: Alix, Chynoweth, Hayes, Patt, Roberts, Wyman
- NAYS:
- ABSTAINS:

APPROVED by the Mayor this 24th day of March, 2005.



Phyllis D. Clark
Phyllis D. Clark, City Clerk

[Signature]
Deputy Clerk

James A. Hayes Jr.
Tod Satterthwaite, Mayor
James H. Hayes, Jr., Mayor Pro-tem

FILED

2005 JUN 23 AM 9:08

IN THE OFFICE OF THE
URBANA CITY CLERK

AGREEMENT BETWEEN
THE CITY OF URBANA, ILLINOIS
AND
LOCAL #1147
OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
FOR THE TERM BEGINNING
JULY 1, 2004
THROUGH
JUNE 30, 2007

TABLE OF CONTENTS

| | | <u>PAGE</u> |
|-------------|--|-------------|
| ARTICLE I | RECOGNITION AND REPRESENTATION | 1 |
| Section 1.1 | Recognition and Appropriate Bargaining Unit | 1 |
| Section 1.2 | Non-Discrimination. | 1 |
| ARTICLE II | DEDUCTION OF UNION DUES. | 1 |
| Section 2.1 | Checkoff. | 1 |
| Section 2.2 | Fair Share. | 1 |
| Section 2.3 | Payroll Deduction of Union Dues or Fair Share Fee | 2 |
| Section 2.4 | Involuntary Deductions. | 2 |
| Section 2.5 | Objections on Religious Grounds | 2 |
| Section 2.6 | Objections on Other Grounds | 3 |
| Section 2.7 | Indemnification | 3 |
| ARTICLE III | MANAGEMENT RIGHTS. | 3 |
| Section 3.1 | Management Rights | 3 |
| Section 3.2 | Right to Grieve | 3 |
| ARTICLE IV | NO STRIKE AND NO LOCKOUT | 4 |
| Section 4.1 | No Strike | 4 |
| Section 4.2 | No Lockout. | 4 |
| ARTICLE V | GRIEVANCE PROCEDURE. | 4 |
| Section 5.1 | Definition. | 4 |
| Section 5.2 | Procedure | 4 |
| Section 5.3 | Arbitration | 5 |
| Section 5.4 | Authority of Arbitrator | 6 |
| Section 5.5 | Expenses of Arbitration | 6 |
| Section 5.6 | Time Limit for Filing | 6 |
| Section 5.7 | Discharge and Disciplinary Grievances | 6 |
| ARTICLE VI | HOURS OF WORK. | 7 |
| Section 6.1 | Application | 7 |
| Section 6.2 | Normal Work Day and Work Schedule | 7 |
| Section 6.3 | Overtime Compensation | 7 |
| Section 6.4 | Straight Time Hourly Rate | 8 |
| Section 6.5 | Compensatory Option | 8 |
| Section 6.6 | Exchanging Tours of Duty. | 8 |
| Section 6.7 | No Pyramiding | 8 |
| ARTICLE VII | SENIORITY. | 8 |
| Section 7.1 | Definition. | 8 |
| Section 7.2 | Probationary Period | 8 |
| Section 7.3 | Layoffs and Recalls | 8 |
| Section 7.4 | Determination of Seniority for Same-Day Hires | 9 |
| Section 7.5 | Termination of Seniority. | 9 |
| Section 7.6 | Seniority List. | 10 |

| | <u>PAGE</u> |
|---------------|---|
| ARTICLE VIII | WAGES AND BENEFITS 10 |
| Section 8.1 | Salaries. 10 |
| Section 8.2 | Longevity Pay 10 |
| Section 8.3 | Equal Compensation. 10 |
| Section 8.4 | Temporary Upgrading 10 |
| Section 8.5 | Legislative Benefit Offset. 12 |
| Section 8.6 | Training for E.M.T.-I 12 |
| ARTICLE IX | HOLIDAYS 12 |
| Section 9.1 | Pay for Holidays. 12 |
| Section 9.2 | Holiday Pay 12 |
| ARTICLE X | VACATION 13 |
| Section 10.1 | Paid Vacations. 13 |
| Section 10.2 | Vacation Scheduling 14 |
| Section 10.3 | Vacation Accumulation 14 |
| Section 10.4 | Minimum Vacation Period 14 |
| Section 10.5 | Vacation Rights in Case of Separation . . . 14 |
| ARTICLE XI | LEAVES OF ABSENCE. 15 |
| Section 11.1 | General Leave 15 |
| Section 11.2 | Sick Leave. 15 |
| Section 11.3 | Funeral Leave 18 |
| Section 11.4 | Bereavement Leave 19 |
| Section 11.5 | Union Leave 19 |
| Section 11.6 | Definitions 19 |
| Section 11.7 | Eligibility for Family Leave. 19 |
| Section 11.8 | Notification. 20 |
| Section 11.9 | Relationship to other forms of leave. . . . 20 |
| Section 11.10 | Maintenance of Health Insurance 20 |
| Section 11.11 | Restoration to Position 21 |
| Section 11.12 | Winnetka case - Workers Compensation. . . . 21 |
| ARTICLE XII | INSURANCE. 21 |
| Section 12.1 | Group Insurance 21 |
| Section 12.2 | Denture Insurance 21 |
| Section 12.3 | Right to Select Carriers. 22 |
| Section 12.4 | Resolution of Disputes Concerning Benefit Plans 22 |
| ARTICLE XIII | CLOTHING ALLOWANCE 22 |
| Section 13.1 | Initial Issues and Replacement. 22 |
| Section 13.2 | Reversion to the General Fund 23 |
| Section 13.3 | Eyeglasses. 23 |
| Section 13.4 | Accountability. 23 |
| ARTICLE XIV | SAFETY AND HEALTH. 24 |
| Section 14.1 | Safety. 24 |
| Section 14.2 | Health. 24 |
| ARTICLE XV | DUTIES 25 |
| Section 15.1 | Normal Duties 25 |
| Section 15.2 | Right to Grieve 25 |
| Section 15.3 | Training. 25 |

| | <u>PAGE</u> |
|--|---|
| ARTICLE XVI | DISCIPLINE, RULES AND REGULATIONS 26 |
| Section 16.1 | Rules and Regulations 26 |
| Section 16.2 | Right to Grieve 26 |
| Section 16.3 | Discussion and Implementation 26 |
| Section 16.4 | Discipline and Discharge. 26 |
| ARTICLE XVII | GENERAL PROVISIONS 27 |
| Section 17.1 | Residency Requirements. 27 |
| Section 17.2 | Parking 27 |
| Section 17.3 | Precedence of Agreement 27 |
| Section 17.4 | Drug Testing. 27 |
| Section 17.5 | Labor-Management Committees 32 |
| Section 17.6 | Section 125 Plan. 32 |
| Section 17.7 | Promotions 33 |
| Section 17.8 | Temporary Light Duty. 33 |
| ARTICLE XVIII | SAVINGS CLAUSE 34 |
| ARTICLE XIX | ENTIRE AGREEMENT 34 |
| Section 19.1 | Entire Agreement. 34 |
| Section 19.2 | Amendment 34 |
| Section 19.3 | [Arbitrator's language regarding bargaining impacts of agreement with university] . . . 34 |
| ARTICLE XX | TERM OF AGREEMENT. 35 |
| APPENDIX "A" | AUTHORIZATION FOR CHECKOFF OF UNION DUES . . . 36 |
| APPENDIX "B" | SALARIES 37 |
| APPENDIX "C" | LONGEVITY. 40 |
| APPENDIX "D" | EDUCATIONAL INCENTIVE PAY. 41 |
| APPENDIX "E" | PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS 42 |
| APPENDIX "F" | FIRE DEPARTMENT PROMOTIONS ACT, AS MODIFIED. . 43 |
| SIDE LETTER TO 92-94 AGREEMENT, REGARDING SECTION 16.4 | 57 |

AGREEMENT

This AGREEMENT, entered into this 20 day of April, 2005, 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").

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 Firefighters and Company Officers, but excluding the Fire Chief, Division Chiefs, Public Education and Prevention Officer, 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.

Section 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 non-membership 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 Fair Share. Any employee who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of Union dues) of

the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours and conditions of employment. Any employee hired on or after July 1, 1991 who has not made application for membership shall, on or after the sixtieth (60th) day following his/her date of hire also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall not exceed the uniform monthly dues and/or assessment(s) paid by a member of the Union, less that portion of said dues and assessment(s) which are or may be used for political purposes.

The Union agrees to comply with the requirements set forth in Chicago Teachers Union vs. Hudson, 106 U.S. 1066 (1986) with respect to the constitutional rights of fair share fee payoffs, including giving timely notice of the fee and an explanation of the basis therefor, an audited breakdown of the major categories of expenses, placing any disputed amounts in escrow pending resolution of any objections, and advising the fair share fee payors of the dispute resolution procedure for such objections. The parties agree that all such objections shall be consolidated for purposes of adjudication and the procedures and offices of the Illinois State Labor Relations Board shall be utilized for dispute resolution.

Section 2.3 Payroll Deduction of Union Dues or Fair Share Fee. During the term of this Agreement, the employer agrees to make a payroll deduction each payday for fair share fee, in the amount certified to be current by the Treasurer of the Union, from the pay of those fair share employees covered by this Agreement. The total amount of the fair share deductions shall be remitted along with the dues deductions as set forth in Section 2.1 above.

Section 2.4 Involuntary Deductions. In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an 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 Treasurer of the Union and forward such sums to the Union by the fifteenth (15th) day of the month following the month in which such deductions are made.

Section 2.5 Objections on Religious Grounds. The obligation to pay a fair share fee to the Union shall not apply to any employee who, on 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 in behalf of the employee to a non-religious charitable organization mutually agreed to 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.

Section 2.6 Objections on Other Grounds. Any non-member making a fair share payment may object to the amount of his/her 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 Appendix "E", attached hereto and made a part of this Agreement.

Section 2.7 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; 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 the Union or 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.

Pre-grievance meeting:

Within five (5) business days of an alleged violation of the contract, 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 and prior to initiating Step 1 by the filing of a grievance, the Union and the grievant shall meet with the Fire Chief or the Chief's designee to discuss the potential grievance. The discussion shall include the facts and events in the context of the specific contract provisions, and why the Union believes the challenged interpretation or application violates the contract.

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 standard 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 Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The request shall specify that the panel be composed only of arbitrators who are members of the National Academy of Arbitrators and who reside in Illinois, Wisconsin or Indiana. Either party may reject one panel in its entirety. Thereafter, both the City and the Union shall have the right to strike 3 names from the panel. The Union and the City shall alternatively strike names, the party losing a coin toss striking the first name, the other party striking a name, until one (1) name remains, and that 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 the 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 pre-grievance meeting.

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 Discharge and Disciplinary Grievances. The grievance and arbitration procedure of this Agreement is hereby declared to be the exclusive mechanism for a non-probationary employee to appeal a disciplinary action, including dismissal, expressly supplanting any rights that an employee might otherwise have had under Urbana Civil Service Commission rules and regulations and/or 65 ILCS 5/10-1-1, et seq.

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 Normal Work Day and Work Schedule. For personnel in the Fire Department assigned to 24 hour duty shifts, the normal work day and work schedule shall be twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty.

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 which may be interrupted by a lunch period; the normal workweek shall consist of forty (40) hours per week.

Section 6.3 Overtime Compensation. (A)(1) Contractual Overtime. Whenever an off-duty employee is ordered to work on a day he/she is not normally scheduled to work or to remain on duty after his/her normal tour of duty for any departmental function, he/she shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay with a minimum of six (6) minutes. Any time in excess of six (6) minutes shall be computed and paid in multiples of six (6) minutes.

(2) Call Back. For each instance of call back to duty, a minimum of two (2) hours of overtime at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay shall be paid to such employee called back. Any time in excess of two hours shall be computed and paid on multiples of six (6) minutes. Provided that any employee so called back for an emergency arrives at the appropriate Urbana fire station within one-half hour of the time so called, any employee so called shall be paid from the time that he/she is called.

(B) FLSA Overtime. For twenty-four (24) hour shift employees the work cycle under Section 7(k) of the Fair Labor Standards Act shall consist of twenty-seven (27) consecutive days.

Such employees shall be paid additional compensation of one-half (1/2) their regular hourly rate for hours actually worked in excess of 204 in their 27 day cycle. (Paid time off will not be considered hours worked for purposes of overtime eligibility.)

For forty (40) hour employees the work cycle under Section 7(k) of the Fair Labor Standards Act shall consist of seven consecutive days. Such employees shall be entitled to overtime compensation at one and one-half (1 1/2) their regular hourly rate for hours actually worked in excess of 40 in their 7 day cycle. (Paid time off will not be considered hours worked for purposes of overtime eligibility.)

Section 6.4 Straight Time Hourly Rate. The straight time hourly rate for each year covered by this Agreement is set forth in Appendix "B".

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 sixty-eight (168) 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 work cycle.

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. The exchange shall not be arbitrarily denied.

Section 6.7 No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

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. (A) 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.

(B) During the term of this Agreement, an employee who is on layoff with recall rights shall have the right to maintain health insurance coverage provided by the City at the time of the layoff by paying, in advance, the full applicable monthly premium for his or her individual coverage. The City shall have no obligation to make any payment whatsoever on behalf of an employee for insurance coverage while that employee is laid off.

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, each person shall receive seniority preference based upon the following criteria:

- (a) The higher ranking person on the eligibility roster as certified and posted by the Civil Service Commission will receive seniority preference.
- (b) In the event that two or more persons occupy the same ranking on the eligibility roster, the person with the higher written examination score will receive seniority preference.

Seniority for same-day hires will be retroactive to April 1, 1998.

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. (A) 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.

(B) If the City elects to offer a temporary upgrade to the position of Company Officer on a shift, then the highest ranking Firefighter on the Company Officer's eligibility list established by the Civil Service Commission who is present at the time the upgrade begins and is regularly assigned to the shift shall be offered the assignment and, if no other Firefighter has accepted the assignment under this Section, that Firefighter shall not have the right to refuse a temporary upgrade to the position of Company Officer on such shift. In the event that no Firefighter on the Company Officer's eligibility list is present and regularly assigned to the shift where the temporary upgrade is needed, the temporary upgrade assignment shall be offered to Firefighters who are present and regularly assigned to the shift in the order of

their seniority, provided that any such Firefighter with a minimum of four (4) years seniority shall not have the option to refuse the assignment if no other Firefighter has accepted the assignment under this Section. Company Officers who are given upgrade assignments to Division Chief shall not have the right to refuse the assignment.

It is the intent of the parties that:

1. The City has the discretion whether to offer a temporary upgrade.

2. The City shall offer the upgrade assignment to Firefighters on the Company Officer's eligibility list established by the Civil Service Commission who are present and regularly assigned to the shift in the order of their ranking on the eligibility list. If all such Firefighters refuse the assignment, then the highest ranking Firefighter on the eligibility list who is present and regularly assigned to the shift shall be required to accept the assignment.

3. If there are no Firefighters on the Company Officer's eligibility list present and regularly assigned to the shift, then the temporary upgrade assignment shall be offered to Firefighters with at least four years seniority who are present and regularly assigned to the shift in the order of their seniority. If all such Firefighters refuse the assignment, then the Firefighter with the most seniority who is present at the time the upgrade begins and is regularly assigned to the shift shall be required to accept the assignment.

4. The City shall not offer the upgrade assignment to any Firefighter with less than four years seniority, unless the Firefighter is on the current Company Officer's eligibility list.

5. Company Officers who are given upgrade assignments to Division Chief shall not have the right to refuse the assignment.

6. The City may suspend for a period not to exceed six calendar months the benefit of temporary upgrade for an employee who has received performance-based discipline in the upgraded position or where documentation has been provided the employee by means of performance logs or performance evaluations as to the unacceptable performance in the upgraded position.

(C) Temporary upgrade pay shall be paid when an employee is assigned to work at a higher rank, commencing with the time his/her assignment to the higher rank is to begin and continuing until such assignment is terminated. When a Firefighter is upgraded to Acting Company Officer, he/she shall be paid the difference between his/her annual base including longevity pay, and the annual base for Company Officer, including the same longevity pay. When a Company Officer is upgraded to Acting Division Chief, he/she will be paid the difference between the annual base for such Company Officer, including his longevity pay,

and the starting minimum pay range established by the City for the position of Division Chief, excluding any longevity pay. Should the upgrading take place on a holiday covered by the Agreement, the upgraded Company Officer will receive holiday pay computed at his/her normal rate.

Section 8.5 Legislative Benefit Offset. During the term of this Agreement, if the Illinois General Assembly enacts new legislation benefiting employees covered by this Agreement, and the effect of such new legislation is to increase costs to the City, such increased costs shall be charged against the total compensation package of the employees covered by this Agreement at the time they are incurred by the City. The parties to this Agreement shall meet and confer within thirty (30) days to determine the manner in which these costs shall be offset. In the event the parties do not agree, the City may deduct the costs from wages. This section shall not apply to changes in benefits which are currently provided for in laws contained in the Illinois Revised Statutes as they exist on June 30, 1988. This section shall apply to the following areas: mandatory insurance benefits, sick leave, additional holidays or other paid leaves, uniform or clothing allowances, and educational incentive compensation.

Section 8.6 Training for Emergency Medical Technician - Intermediate ("EMT-I"). The initial training course for EMT-I will be paid for in full by the City at no expense to the employee. If attendance is required while off-duty for approved classes required for continuing education, employees will be compensated at the overtime rate of pay or compensatory time.

ARTICLE IX HOLIDAYS

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

| | |
|--------------------------|------------------|
| New Year's Day | Christmas Day |
| Veteran's Day | Labor Day |
| Thanksgiving Day | Memorial Day |
| President's Day | Independence Day |
| Spring Day (Good Friday) | |

Section 9.2 Holiday Pay. Whether or not an employee assigned to a schedule of twenty-four (24) hours on duty immediately followed by forty-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.

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 Avg. 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 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 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 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 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.

(C) The eight bargaining unit employees previously employed by the University of Illinois who are now employed by the City of Urbana will get credit for the time they were full-time sworn employees in the University of Illinois Fire Department on the City of Urbana vacation schedule as set forth in the current contract.

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.

The City shall authorize the absence of a third bargaining unit member per shift, during the periods from May 15 through September 15 and November 15 through January 15, for the purpose of taking Guaranteed and/or Available Time Vacation only and not for Compensatory Time usage.

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 and unused compensatory time at the time of separation. In the event of a death of an employee while in the employment of

the City, the provisions of this section shall be paid to the estate of the employee.

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) 24-Hour Shift Schedule.

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) 8-Hour Shift Schedule.

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) Accumulation.

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 8-Hour shift schedule from a 24-Hour shift schedule will be credited with .714 times his/her accumulated sick leave as of that date. Any employee assigned to a 24-hour shift schedule from the 8-hour shift schedule shall be credited with 1.4 times his/her accumulated sick leave as of that date.

(C) Return from Sick Leave.

(1) First Occurrence of Sick Leave Use During any Twelve (12) Month Period.

No employee who has been absent in accordance with this section for more than two (2) consecutive workdays if scheduled according to the 24-hour shift schedule or more than four (4) consecutive workdays if scheduled according to the 8-hour shift schedule 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.

(2) Subsequent Occurrences of Sick Leave Use During any Twelve (12) Month Period

No employee who has been absent in accordance with this section for more than one (1) consecutive workday if assigned to the 24-hour shift schedule or more than three (3) consecutive workdays if assigned to the 8-hour shift schedule 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.

(3) Any occurrence of Sick Leave Use.

For any occurrence of sick leave use, 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 cannot perform the work required, 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 three (3) occurrences of twelve (12) hours or more, during any twelve (12) month period, 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.

(1) 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 twenty percent (20%) 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. In the event of a death of an employee while in the employment of the City, the provisions of this section shall be paid to his/her estate.

(2) Each employee with a minimum sick leave balance of

750 hours may cash out, at 50% rate, up to twenty four (24) hours of sick leave above the minimum balance for each calendar year quarter where no sick time is utilized.

(F) Abuse or Excessive Use of Sick Leave.

The city may require competent proof of an employee's illness, disability, or of an employee's need to attend a member of his/her immediate family when it has reason to suspect that an employee is abusing sick leave. Reasons for suspecting abuse of sick leave may include any of the following:

- A. A pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off or holidays, without a physicians statement.
- B. A pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
- C. Repeated use of sick leave benefits as they are earned, without a physician's statement.
- D. Use of more sick leave than accrued in any twelve (12) month period, without a physician's statement.
- E. Using sick leave and engaging in activities which indicate the ability to work.
- F. Any use of sick leave not in compliance with reasons for which such leave may be used, as in Section 11.2A, shall constitute abuse.

Any abuse may be subject to denial of sick leave pay to progressive discipline.

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, spouse, step-children, step-parents, step-siblings, step-grandparents, grandchildren, step-grandchildren, or former spouse of employee), an employee covered by this Agreement, upon request, will be excused for up to three (3) consecutive calendar 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 calendar 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.

Section 11.6 Definitions. As used in Sections 11.6 through 11.11, the following terms shall have the meaning ascribed to each such term as set forth below:

"Family leave" means any leave taken for one or more of the reasons set forth in subsection 11.7(A), regardless of whether the leave is paid or unpaid.

"Parent" means the biological parent of any employee or an individual who stood in loco parentis (in the place of a parent) to an employee when the employee was a son or daughter.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a physician.

"Son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (in the place of a parent), who is under eighteen years of age or is eighteen years of age or older and incapable of self-care because of a mental or physical disability.

"Spouse" means a husband or wife.

Section 11.7 Eligibility for Family Leave. (A) Employees who have been employed by the City for at least twelve months and who have worked at least 1,250 hours in the past twelve months shall be entitled to a total of twelve workweeks of family leave during a twelve month period for one or more of the following:

- (1) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- (2) Because of the placement of a son or daughter with the employee for adoption or foster care;

(3) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; or

(4) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

(B) Employees shall be entitled to a total of twelve work weeks of family leave during a twelve month period, regardless of whether the leave is paid or unpaid. The total shall be cumulative of all family leave taken during the twelve month period, regardless of the reason or reasons for the family leave. The twelve month period shall be a rolling twelve month period calculated backwards from the date of the requested leave.

(C) Family leave taken for the reasons set forth in subsections 11.7(A)(1) or (2) must be taken within one year of the birth or placement of the son or daughter.

Section 11.8 Notification. Employees shall notify their supervisor of the necessity for family leave as far in advance as practicable. In the case of family leave for the reasons set forth in subsections 11.7(A)(1) or (2), employees shall provide at least thirty (30) days notice of the expected date of the birth or placement of the son or daughter.

Section 11.9 Relationship to other forms of leave. (A) Employees shall be required to exhaust their accumulated vacation, compensatory time, and paid sick leave, before taking an unpaid family leave for the reasons set forth in subsections 11.7(A)(3) or (4).

(B) Employees shall be required to exhaust their accumulated vacation and compensatory time, before taking an unpaid family leave for the reasons set forth in subsections 11.7(A)(1) or (2).

(C) Any leave taken for the reasons set forth in subsections 11.7(A) shall be considered and treated as family leave, regardless of whether the employee is using vacation, compensatory time, paid sick leave, or unpaid leave.

(D) The exhaustion requirements set forth in subparagraphs A and B of this Section shall not be construed to require an employee to exhaust his/her accumulated vacation or compensatory time before taking a paid sick leave under this Agreement or a paid leave under the Public Employee Disability Act (5 ILCS 345/1).

Section 11.10 Maintenance of Health Insurance. The Employer shall maintain the health insurance provided in section 12.2 for the duration of any unpaid family leave. However, the Employer may recover the premium paid for maintaining such health insurance if

(A) the employee fails to return to work after the family leave has expired, and

(B) the failure to return to work is for a reason other than

- (1) the continuation, recurrence, or onset of a serious health condition of the employee or the spouse, or a son, daughter, or parent, of the employee, or
- (2) circumstances beyond the control of the employee.

Section 11.11 Restoration to Position. Employees who take unpaid family leave shall be entitled, on return from such leave to be restored to

- (A) the position of employment held by the employee when the leave commenced, or
- (B) an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

Section 11.12 Winnetka case - Workers Compensation.

The City will not enact any ordinance, rule, or regulation, under Sections 22-306 and 22-307 of the Illinois Pension Code as interpreted in Village of Winnetka v. Illinois Industrial Comm'n, 232 Ill.App.3d 351, 173 Ill.Dec. 656, 597 N.E.2d 630, (1st Dist. 1992), or any other court decision based on the same interpretation of those same provisions of the Pension Code, that limits the ability of bargaining unit members to pursue Workers Compensation claims.

ARTICLE XII INSURANCE

Section 12.1 Group Insurance. (A) 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.

(B) The employee shall pay one hundred percent of the cost of dependent coverage, but the employer and the employee shall split (50/50) any increases in premiums for dependent coverage commencing April 1, 1995.

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.

Section 12.4 Resolution of Disputes Concerning Benefit Plans. Any questions or disputes concerning said insurance policies or plans or entitlement to benefits under said policies or plans shall be resolved in accordance with the terms and conditions set forth in the insurance policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the City employee or beneficiary of any City employee. Furthermore, nothing in this section will be construed to deny the Union its rights as set forth in Section 12.3 (B) of this Agreement.

ARTICLE XIII CLOTHING ALLOWANCE

Section 13.1 Initial Issues and Replacement. (A) 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:

- (1) Uniform trousers - 4 each
- (2) Uniform shirts - 4 each - long and short sleeve
- (3) Uniform necktie - 2 each
- (4) One uniform jacket
- (5) Uniform shoes/boots - 1 each
- (6) Black waist belt - 1 each
- (7) Black gloves - 1 pair
- (8) Socks - 4 pairs
- (9) T-shirts - 4 each

(10) Badges and insignias - all required

(B) 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.

(C) After an employee has satisfactorily completed his/her probationary period, a uniform allowance account will be established on or before July 1 by the Fire Chief in the amount of one hundred thirty dollars (\$130) per employee.

(D) 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:

- (1) Uniform summer jacket
- (2) Uniform winter jacket
- (3) Coat badges

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 canceled, 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. (A) If, in the line of duty, eyeglasses are damaged or destroyed, replacement or repair will be in accordance with the following schedule:

(1) If glasses are totally destroyed, the City will pay for replacement of lenses based upon the last verifiable prescription plus \$50.00 for frames.

(2) If either or both lenses are lost or destroyed, replacement will be made based on the last verifiable prescription.

(3) In the event of damage, loss or destruction of frames, the City will pay a maximum of \$50.00 for replacement or repair.

(B) 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 turnout equipment which is in good condition and proper size. Said turnout 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.

In the event such a physician determines that an employee is unable to perform the essential duties of his/her position by reason of an injury or illness, said employee shall be required to utilize his/her accumulated paid sick leave, compensatory time and vacation time, in that order, provided the employee's inability to work is due to a non-job related injury or non-duty illness. The employee shall not be permitted to return to work until a physician selected by the City determines that the employee is fit to perform the essential duties of his/her position. If the employee provides the City with a statement from his/her physician within seven (7) calendar days of the date the employee was notified of the determination by the City's physician, indicating that the employee is fit to perform the essential duties of his/her position, then the City may accept the opinion of the employee's physician or, if not, any conflict which cannot be resolved between the two physicians shall be resolved by the opinion of a third physician selected by mutual agreement between the City and the Union. The City and the Union shall each pay 1/2 of the cost of obtaining an opinion of a third physician under this Section. Any sick time used by the employee after the date the third physician determines the employee was able to return to work and perform the essential duties of his/her position shall be restored to such employee.

When an employee exhausts his/her available sick leave, compensatory time, vacation time, or family leave, or if an employee has no such time available, then the employee may request an unpaid leave of absence from the City, and the City shall have the right to approve or deny an employee's request. No such

unpaid leave of absence shall exceed 24 months. The City may require an employee to waive any right to immediate reinstatement to his/her position as a term or condition of an unpaid leave under this Section. If a physician selected by the City (or mutually agreed upon by the City and the Union as provided in the foregoing paragraph) determines that the employee is fit to perform the essential duties of his or her position within 24 months of the commencement of the unpaid leave of absence, then such employee shall have the right to be appointed to the first permanent vacancy in his/her former position which may occur during the remainder of the unpaid leave of absence. During the period of an unpaid leave under this Section, if the employee notifies the City that he/she will be fit to perform the essential duties of his/her position within sixty (60) calendar days, then the City will hold any permanent vacancy which may arise in his/her former position during such 60 day period for such employee, provided if the employee is unable to return to work within such 60 day period then the employee's employment relationship with the City shall be terminated for all purposes. If an employee is not returned to active duty in his/her position within 24 months of the date the employee began an unpaid leave of absence, then the employee's employment relationship with the City shall be terminated for all purposes.

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 included in the goals and mission of the Department as set forth in the Fire Department's mission statement as 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.

Section 15.3 Training. The City and the Union recognize that the duties listed above include training to accomplish those duties

and related activities. For employees hired after August 1, 2001, those duties also expressly include the obligation to obtain and maintain Emergency Medical Technician training and certification at the Intermediate Life Support (ILS) level (EMT-I).

Employees who were hired prior to August 1, 2001, shall be "grandfathered" in, and shall not be required to obtain and maintain the EMT-I certification. "Grandfathered" employees who choose to obtain certification at the EMT-I or ILS level will have the option after 3 years of service in the program to withdraw from participation in the program. The City will have up to one year from the date of request to withdraw from the program to replace the individual requesting the withdrawal. "Grandfathered" employees who withdraw from participation in the program will no longer receive the EMT-I specialty pay. If a "grandfathered" employee fails to meet the requirements for continuing education, that employee will not receive the EMT-I pay until they obtain recertification.

ARTICLE XVI DISCIPLINE, 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.

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.

Section 16.4 Discipline and Discharge. The City shall not discipline or discharge any non-probationary employee without just cause. The parties agree that the Fire Chief and/or the City's Chief Administrative Officer (or their respective designees) shall have the right to discharge a non-probationary employee directly or suspend such an employee for up to 30 calendar days, without resort to the Urbana Civil Service Commission. Such authority shall supplant any authority that the Urbana Civil Service Commission might otherwise have had under Urbana Civil Service Commission rules and regulations and/or 65 ILCS 5/10-1-1, et seq.

A non-probationary employee may grieve his or her discipline or dismissal pursuant to the grievance procedure set forth in this Agreement. A disciplinary grievance may be filed initially at Step 2 of the Grievance Procedure.

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 designated areas within a radius of four (400) hundred feet of the employee's assigned fire station.

Section 17.3 Precedence of Agreement. In the event of a conflict between a provision 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 XX, 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.

Section 17.4 Drug Testing.

In order to provide a safe work environment and to protect the public, the City has the right to expect its employees to be free from the effects of alcohol and drugs. The City has the right to expect its employees to report to work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Department.

(A) Drug Prohibitions. Employees shall be prohibited from:

1. Possessing or consuming alcohol at any time during the work day or anywhere on the City's premises, or job sites, including the City's buildings, properties, vehicles, unless authorized as part of an official investigation or duty, or allowed for the general public.
2. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place, unless authorized as part of an official investigation or duty.
3. Being affected by alcohol or illegal drugs during the course of the work day, unless authorized as part of an official investigation or duty.
4. Being under the impairing influence of other lawful, over-the-counter or prescription drugs or substances during working hours. Any employee whose fitness for duty is impaired by any such substance during work hours shall be subject to discipline up to and including discharge. The non-impairing use of such substances is not prohibited, but every employee bears the affirmative, initial obligations of ensuring that the employee's own use of such substances does not render the employee unfit for duty, and of reporting the use of such substances to the shift commander when the use renders the employee unfit for duty. The employee may be required to submit satisfactory evidence in the form of certification or other evidence that the employee's use of such substances is for proper, legitimate, medical purposes, and that the use of such substances does not render the employee unfit for duty.

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

(B) Drug Testing Permitted.

The City may require employees to submit to testing based on reasonable suspicion at a time and place designated by the City. Such submittal shall be at no loss of wages to employees. Employees shall submit promptly to testing, regardless of whether they agree that reasonable suspicion exists. Refusal or failure to submit promptly to such tests or evaluations shall constitute just cause for discipline, and shall subject the employee to discipline up to and including discharge for disobeying an order, but the employee's taking of the test shall not be construed as a waiver of any objection or rights the employee may possess. Such refusal or failure to submit promptly shall be considered a First Positive, in addition to insubordination, for discipline purposes.

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or physically or mentally impaired due to being under the influence of alcohol or illegal drugs, or that a person who is using legal drugs is physically or mentally impaired due to such use.

Reasonable suspicion shall be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment which might result from using or being under the influence of alcohol or controlled substances and reasonable subjective observations and conclusions drawn from objective facts or observations.
2. Information provided by an identifiable third party, which is reasonably believed reliable. The identity of the third party shall not be disclosed except when considered relevant to an appeal of a grievance or any disciplinary action.

(C) Testing. In conducting testing authorized by this Agreement, the City shall:

1. Use only a clinical laboratory or hospital facility that is certified by the State of Illinois or is capable of being accredited by the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing.

2. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. Use tamper proof sample containers.

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

4. Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone except where the laboratory or facility does not have a "clean room" for submitting samples or where there is suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

5. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of same sample by gas chromatography/mass spectrometry or equivalent; or more scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.

6. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing and expense, provided the employee submits a certified copy of the results to the City within 72 hours of receiving the results of the test; and, provided the laboratory or clinic and testing procedure, including

the chain of custody, meets or exceeds the standards established in this agreement. The employee shall not become a part of the chain of custody.

7. Require the laboratory or hospital facility to report to the City Medical Review Officer that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug

8. The Medical Review Officer shall receive and review all confirmed positive test results. No positive test results shall be communicated to the City unless the Medical Review Officer concurs with such conclusion. In forming this conclusion, the Medical Review Officer has the authority to reject results of specimens not obtained or processed in accordance with the City's policy; and, gather any information from any source(s) he/she deems necessary, including, but not limited to, interviewing the tested employee, his or her physician, or other persons.

9. Provide tested employees with a written notice of the test results.

(D) Disciplinary Action. All discipline in situations involving a positive confirmed test shall be administered as specified herein.

1. First Positive. By agreement of the parties, positive test results are viewed as serious violations of departmental rules and will be punished by suspension or discharge. Reprimand punishment is explicitly not available in these cases; in addition, the general principle of progressive discipline is not applicable. However, the very first time that an employee tests positive during the employee's tenure with the City, and only if there are no other accompanying violations of law, City Rules, or Departmental Rules and Regulations, the employee shall not be discharged but shall be suspended. In the event an employee is suspended rather than being discharged, the suspension shall be conditioned on the employee agreeing to and complying with all of the following conditions and such other conditions as are reasonably related to compliance or rehabilitation:

a. Undergo appropriate treatment as determined by the physician(s) involved, up to and including a physician of the City/and or City's EAP Coordinator;

b. Discontinue use of illegal drugs or abuse of alcohol;

c. The employee agreeing to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion of non-completion of treatment;

d. Complete the course of treatment prescribed, including an "after care" group for a period of up to 12 months;

e. Agree to submit to random testing during the period of "after care," and for a period of 12 months following

the period of "after care". Such testing may be during work hours or non-work hours. If during non-work hours, the employee shall be compensated as for a call-back;

f. Agree that during this last chance, if the employee tests positive again or violates any other provision of the last chance agreement, the employee may be terminated.

2. Second Positive. Employees who test positive for the presence of alcohol or any drugs from a second sample while under a last chance agreement shall be terminated.

(E) Standards.

(1) Alcohol. With regard to alcohol testing, test results showing an alcohol concentration of .03 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive, meaning that impairment is conclusively presumed. Testing shall be based on an analysis of a sample of the employee's blood. No confirmation test shall be necessary, however, a sufficient sample shall be set aside reserved for later testing if requested by the employee. The foregoing standard shall not preclude the City from attempting to show that an employee with test results less than .03 was under the influence of alcohol during the hours of work, but the burden of proof in such cases shall rest with the City. Nothing in this section shall be construed to mean that it is acceptable for employees to be on the job with any alcohol in their system regardless of whether they have blood alcohol levels below .03 g/ml, even in situations where the City is not able to prove impairment. However, in the absence of evidence of impairment in such a situation, and only in the absence of other alcohol or drug violations, a first violation shall subject the employee to progressive discipline beginning with written reprimand. In cases where an employee's test results are below .05, the employee shall be referred to an Employee Assistance Program under the conditions set forth in paragraph (D)(1). That Employee Assistance Program referral requirement applies only to the first incident involving that employee.

(2) Other Substances.

| <u>Drug Class</u> | <u>Initial Test Level</u> | <u>Confirmatory Test Level</u> | <u>Confirmatory Method</u> |
|-------------------|---------------------------|--------------------------------|----------------------------|
| Amphetamines | 1000 mg/ml | | |
| Amphetamine | | 500 mg/ml | GC/MS |
| Methamphetamine | | 500 mg/ml | GC/MS |
| Barbiturates | 300 mg/ml | | |

| <u>Drug Class</u> | <u>Initial Test Level</u> | <u>Confirmatory Test Level</u> | <u>Confirmatory Method</u> |
|----------------------|---------------------------|--------------------------------|----------------------------|
| Amobarbital | | 300 mg/ml | GC/MS |
| Butabarbital | | 200 mg/ml | GC/MS |
| Butalbital | | 200 mg/ml | GC/MS |
| Pentobarbital | | 200 mg/ml | GC/MS |
| Phenobarbital | | 200 mg/ml | GC/MS |
| Secobarbital | | 200 mg/ml | GC/MS |
| Benzodiazepines | 300 mg/ml | 200 mg/ml | GC/MS |
| Cocaine Metabolite | 300 mg/ml | 150 mg/ml | GC/MS |
| Marijuana Metabolite | 50 mg/ml | 15 mg/ml | GC/MS |
| Methadone | 300 mg/ml | 200 mg/ml | GC/MS |
| Methaqualone | 300 mg/ml | 200 mg/ml | GC/MS |
| Opiates | 300 mg/ml | | |
| Morphine | | 300 mg/ml | GC/MS |
| Codeine | | 300 mg/ml | GC/MS |
| Phencyclidine | 25 mg/ml | 25 mg/ml | GC/MS |
| Propoxyphene | 300 mg/ml | 200 mg/ml | GC/MS |

Section 17.5 Labor-Management Committees. For the purposes of monitoring communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, there may be established a Labor-Management Committee. The committees shall each be composed of a maximum membership of three (3) representatives each for both the Union and the City with these representatives to be selected and designated by the Union and the Fire Chief.

The above Labor-Management Committee shall be scheduled at a time, place and date mutually agreed upon by the Union and the City. Such meetings shall be held during the regular workweek and employees shall not be docked for attendance.

Section 17.6 Section 125 Plan. (A) At the request of either party, the President of the Union and the City Personnel Director or his designee shall meet to discuss the possibility of establishing a Section 125 plan for bargaining unit employees. Such discussions shall not constitute negotiations. The President of the Union may invite other Union bargaining unit employees (not to exceed two) to attend such meetings. The City Personnel Director may invite other City officials (not to exceed two) to attend such meetings. The group's recommendations shall be advisory only and non-binding upon the City. Attendance at these meetings shall be on non-duty time and shall not be considered as time worked for the bargaining unit employees involved.

(B) In the event a Section 125 plan covering employee costs for health insurance under this Agreement does not exist on or

before July 1, 1995, then either party may reopen this Agreement as to such a plan only. Should an impasse arise, this issue may be submitted to interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act, provided the arbitration panel shall be without jurisdiction to implement such a Section 125 plan prior to January 1, 1996. In the event of a reopener all other terms of this Agreement shall remain in full force and effect.

Section 17.7 Promotions. Promotions to the rank of Company Officer shall be conducted in accordance with the Illinois Fire Department Promotions Act as amended by agreement of the Union and the City (Appendix "F") and the applicable rules of the Civil Service commission to the extent they are not inconsistent with the provisions of this article. Promotional examinations shall be competitive among qualified candidates in the rank of Firefighter who apply to take the examination. The examination shall include a written exam and assessment center.

Section 17.8 Temporary Light Duty.

The City may allow an employee who is on sick leave as defined in section 11.2(A) or Worker's Compensation to return to work in a temporary light duty assignment, provided:

1. Temporary light duty assignments shall be exclusively assigned by the City. The City also retains the exclusive right to deny or terminate temporary light duty, however, upon written request by the City or the employee to set up light duty, a meeting with the City, the Union, and the employee will be held to determine the assignment, including but not limited to work schedule, scope of work and duties, and performance expectations.
2. A temporary light duty position is available and the employee is qualified to perform the duties of the position.
3. The employee's physician has provided written documentation that the employee is able to perform the light duty assignment without significant risk that such return to work will aggravate any injury.
4. Written documentation of any limitations or restrictions on the employee's duties during the light duty assignment shall also be provided by the employee's physician.

Nothing in this section shall be construed to change in any way the City's ability to require an employee who is on Worker's Compensation or sick leave to perform light duty, or to change the parties' respective rights and obligations under Section

11.2(C). The City may not require an employee to perform duties that do not fall within the "Duties" clause of section 15.1.

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

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.

Section 19.3 Neither side waives any right it may have to bargain during the term of this Agreement with respect to the impact or effects of an "Intergovernmental Agreement between the University of Illinois and the Cities of Urbana and Champaign for Fire Protection Services" with respect to the wages, hours and other mandatory terms and conditions of employment of bargaining unit employees. To the extent either party desires such negotiations, such party shall submit a timely demand to bargain upon the other party. If no agreement is reached, either party may invoke impasse procedures including interest arbitration to resolve any issues that constitute mandatory subjects of bargaining that remain in dispute. The interest arbitration shall be conducted in accordance with Section 14 of the IPLRA. In the event that the parties do not agree upon the impartial arbitrator, the arbitrator shall be selected in accordance with the procedures of Section 5.3 of the parties' agreement.

ARTICLE XX
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2004, and shall remain in full force and effect until the 30th day of June, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one-hundred twenty (120) 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 ninety (90) 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 20th day of APRIL, 2005.

For the City:

Tom Sutter-Huerta
Mayor


For the Union:

Frank Shurt
President

ATTEST TO:

[Signature]
Vice President

[Signature]
City Clerk



Kandy Smith
Secretary

Kandy Smith
Treasurer

Matthew R. [Signature]
Sergeant at Arms

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 until the termination date of the current labor agreement between Local #1147 and the City.

Print Name

President

Signature

Vice President

Date

Secretary

Date

APPENDIX "B"
SALARIES

(A) Effective July 1, 2004 through and including June 30, 2005, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

| CLASSIFICATION | ANNUAL* | HOURLY* | "Grandfathered non-EMT-I's" | |
|-----------------------------------|---------|---------|--------------------------------|--------|
| | | | ANNUAL | HOURLY |
| Firefighter (24 hour day) | | | | |
| Starting salary | 39,945 | 13.718 | 38,782 | 13.318 |
| After one year | 41,819 | 14.361 | 40,601 | 13.943 |
| After two years | 43,702 | 15.007 | 42,429 | 14.570 |
| After three years | 45,583 | 15.653 | 44,255 | 15.198 |
| After four years = Base Salary | 47,468 | 16.301 | 46,085 | 15.826 |
| Firefighter (40 hour week) | | | | |
| Starting salary | 39,945 | 19.204 | 38,782 | 18.645 |
| After one year | 41,819 | 20.106 | 40,601 | 19.520 |
| After two years | 43,702 | 21.010 | 42,429 | 20.398 |
| After three years | 45,583 | 21.914 | 44,255 | 21.277 |
| After four years = Base Salary | 47,468 | 22.821 | 46,085 | 22.156 |
| Company Officer (24 hour day) | | | | |
| Base Salary | 52,668 | 18.087 | 51,133 | 17.559 |
| Company Officer (40 hour week) | | | | |
| Base Salary | 52,668 | 25.322 | 51,133 | 24.584 |

APPENDIX "B"
SALARIES

(B) Effective July 1, 2005 through and including June 30, 2006, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

| CLASSIFICATION | ANNUAL* | HOURLY* | "Grand fathered non-EMT-I's" | |
|-----------------------------------|---------|---------|---------------------------------|--------|
| | | | ANNUAL | HOURLY |
| Firefighter (24 hour day) | | | | |
| Starting salary | 41,144 | 14.129 | 39,945 | 13.717 |
| After one year | 43,074 | 14.792 | 41,819 | 14.361 |
| After two years | 45,013 | 15.457 | 43,702 | 15.007 |
| After three years | 46,950 | 16.122 | 45,583 | 15.654 |
| After four years = Base Salary | 48,892 | 16.790 | 47,468 | 16.301 |
| Firefighter (40 hour week) | | | | |
| Starting salary | 41,144 | 19.780 | 39,945 | 19.204 |
| After one year | 43,074 | 20.709 | 41,819 | 20.105 |
| After two years | 45,013 | 21.640 | 43,702 | 21.010 |
| After three years | 46,950 | 22.572 | 45,583 | 21.915 |
| After four years = Base Salary | 48,892 | 23.505 | 47,468 | 22.821 |
| Company Officer (24 hour day) | | | | |
| Base Salary | 54,248 | 18.629 | 52,667 | 18.086 |
| Company Officer (40 hour week) | | | | |
| Base Salary | 54,248 | 26.081 | 52,667 | 25.322 |

APPENDIX "B"
SALARIES

(C) Effective July 1, 2006 through and including June 30, 2007, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

| CLASSIFICATION | ANNUAL* | HOURLY* | "Grand fathered non-EMT-I's" | |
|-----------------------------------|---------|---------|---------------------------------|--------|
| | | | ANNUAL | HOURLY |
| Firefighter (24 hour day) | | | | |
| Starting salary | 42,481 | 14.588 | 41,243 | 14.163 |
| After one year | 44,473 | 15.273 | 43,178 | 14.828 |
| After two years | 46,476 | 15.960 | 45,122 | 15.495 |
| After three years | 48,476 | 16.646 | 47,064 | 16.162 |
| After four years = Base Salary | 50,481 | 17.335 | 49,011 | 16.831 |
| Firefighter (40 hour week) | | | | |
| Starting salary | 42,481 | 20.423 | 41,243 | 19.829 |
| After one year | 44,473 | 21.382 | 43,178 | 20.759 |
| After two years | 46,476 | 22.344 | 45,122 | 21.693 |
| After three years | 48,476 | 23.305 | 47,064 | 22.627 |
| After four years = Base Salary | 50,481 | 24.269 | 49,011 | 23.563 |
| Company Officer (24 hour day) | | | | |
| Base Salary | 56,011 | 19.235 | 54,379 | 18.674 |
| Company Officer (40 hour week) | | | | |
| Base Salary | 56,011 | 26.929 | 54,379 | 26.145 |

"

* This rate is the rate for those employees who have EMT-I certification current. Employees who do not have the EMT-I certification, either because they are "grand fathered" in, or because their training and certification is pending, shall have their salary calculated by dividing the salary they otherwise would receive by 1.03.

(D) For those employees assigned to a schedule of twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty (24-hour day) the annual salary is based upon 2912 hours of work. For those employees assigned to a schedule of five consecutive workdays (40 hour week) the annual salary is based upon 2080 hours of work.

APPENDIX "C"
LONGEVITY

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 at the following percentage of the Base Salary for the following years of service:

| <u>Years of Service</u> | <u>Percentage</u> |
|-------------------------|-------------------|
| After six years | Two percent |
| After eight years | Four percent |
| After ten years | Six percent |
| After twelve years | Eight percent |
| After fourteen years | Ten percent |
| After eighteen years | Twelve percent |
| After twenty-five years | Fourteen percent |

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.

APPENDIX "E"
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 postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.
- B. Review Step One. Any objection properly 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 objection, the Executive Board shall determine whether 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.
- D. 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 or 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 and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.
- E. Rebates. In the event that the Union determines or the Illinois State Labor Relations Board directs a reduction in the proportionate share payments, the Union shall notify the City 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.

APPENDIX F

FIRE DEPARTMENT PROMOTION ACT AS MODIFIED BY AGREEMENT OF CITY OF URBANA AND IAFF LOCAL 1147

§ 1. Short title. This Act may be cited as the Fire Department Promotion Act.

§ 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it.

Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components, with the exception of seniority points, shall be added to produce a combined score based on a scale of 100 points, as set forth in Section 30(b).

§ 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective

bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The negotiation by an employer and an exclusive bargaining representative of clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees who are members of bargaining units.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

§ 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements.

(1) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(2) Candidates for promotion must meet one of the following eligibility requirements:

(i) The candidate shall have four (4) years experience and be provisionally certified as an Illinois Fire Officer I. The candidate must have four (4) years paid municipal experience as a full-time firefighter including two (2) years as a firefighter with the Urbana Fire Rescue Services Department.

(ii) The candidate shall have five (5) years seniority with the Urbana Fire Rescue Services Department and must be provisionally certified as an Illinois Fire Officer I within one year (1) of appointment. There shall be no exceptions to the requirement that the Fire Officer I course be completed within one (1) year of appointment.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

§20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Sections 30(b) and 35; (ii) the person's seniority within the department, determined in accordance with Sections 30(b) and 40; (iii) the person's ascertained merit, determined in accordance with Sections 30(b) and 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Sections 30(b) and 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (e) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in

misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) Passovers.

(1) If a candidate is passed over for promotion, it is agreed that the Fire Chief, a Union representative, and the candidate shall meet to discuss the reasons that the candidate was passed over for promotion.

(2) Passovers will be documented in performance reviews.

(f) Probation. All newly promoted employees shall serve a six (6) month probationary period starting with the effective date of their promotion. The promoted employee is required to successfully complete the probationary period. The Fire Chief may demote the probationary officer back to their previous duty assignment at any time during or at the conclusion of the probationary period for just cause. Such demotion shall cause no loss of seniority to the employee. An employee who is promoted and elects not to continue to serve in the promoted position, at any time during or at the completion of the probationary period, will be voluntarily returned back to the employee's previous duty assignment with no loss of seniority.

(g) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(h) This Section 20 does not apply to the initial hiring list.

§ 25. Monitoring & Proctors.

(a) Monitoring & Proctors.

(1) Monitoring permitted. All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(2) Selection.

(i) Observers. Two impartial persons who are not members of the affected department may be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(ii) Proctors. The City shall select the Proctors. Proctors shall be members of the City's Personnel Division or a qualified and impartial designee.

(iii) Relationship. Proctors and Observers shall not be related by blood, marriage, or other family relationship to any member of the Urbana fire department.

(iv) Selection of evaluators (Assessment Center).

The evaluators for the Assessment Center shall consist of full time career fire officers. Evaluators shall be selected from outside the Urbana and Champaign Fire Departments. Evaluators shall be at least one rank above the position to be filled.

Prior to final selection of the evaluators for the Assessment Center, the City shall tender to the President of the Local a list of names of the evaluators. The list shall consist of one extra evaluator. The Union may veto one evaluator. In addition, if any evaluator on that list is related by blood or marriage or other family relationship to any member of the Urbana Fire Department or City management, the Union may point out that fact and the City shall select another qualified evaluator in that person's place.

(3) Behavior standards.

(i) Interference. The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the proctors, the City's Personnel Manager, the appointing authority and the executive Board of IAFF Local 1147. Any and all issues or problems observed by an observer must be raised by the observer on the date of the observation.

(ii) Contact or preference. Proctors and Observers shall not contact the review board or candidates in any manner as to indicate a preference or disapproval of any candidate. While any component of the testing process is being administered, no candidate shall communicate with any person, about the exam, other than those authorized to administer, proctor or monitor that part of the testing, and then only to the extent appropriate for the administration of the exam.

(b) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

§ 30. Promotion examination components.

(a) Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(b) Promotional Criteria

(1) The following criteria shall be used to establish the promotional list:

- (i) Seniority Points
- (ii) Assessment Center
- (iii) Written Examination

(2) Seniority points.

(i) Seniority shall be computed from the date of appointment to the position of Firefighter to the date on which the written promotional examination is to be held, including the probationary period.

- (ii) Seniority points will be calculated at the rate of one-quarter (1/4) point for every complete year of service in the position of Firefighter. A maximum of five (5) points or a total of twenty (20) years seniority will be allowed. These points are above and beyond the possible 100 points of the promotional examinations and shall be added to the candidate's score.
- (3) Assessment Center. The assessment center shall be conducted as outlined in Section 50. The assessment center shall constitute sixty (60) percent of the candidate's combined score.
- (4) Written Examination. The written examination shall be conducted as outlined in Section 35. The written examination shall constitute forty (40) percent of the candidate's combined score.
- (5) Calculation of the Preliminary Promotion List. The Preliminary Promotion List shall be calculated as follows:
- (i) The written examination and the assessment center, combined, shall total 100 points ("the combined score").
- (ii) The written examination shall be scored on a scale of 100 points and then shall be reduced by a weighting factor to give it a weight of forty (40) percent of the combined score.
- (iii) The assessment center shall be scored on a scale of 100 points and then shall be reduced by a weighting factor to give it a weight of sixty (60) percent of the combined score.
- (iv) The seniority points shall then be added to the combined score to produce the scores used to create the preliminary promotional list.
- (6) Posting. Applicants for promotion shall be advised of their individual scores from each section of the testing process. Individual scores for each section of the testing process as well as overall composite scores for each candidate shall be posted at the conclusion of the testing process.

§ 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right

(i) to obtain his or her score on the examination on the day of the examination or within a reasonable time after the day of its return from the testing agency (or the appointing authority may require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and

(ii) The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered, except as agreed in advance, in writing, by the City and the IAFF Local 1147 Executive Board. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or

the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

§ 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

§ 45. Ascertained merit.

(a) Upon prior written agreement between the City and the Union, the promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

§ 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is completed.

§ 55. Veterans' preference.

A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

§ 60. Right to review.

Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

§ 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

SIDE LETTER

This is a side letter to the 1992-94 Collective Bargaining Agreement ("Agreement") between the City of Urbana ("City") and Local #1147 of the International Association of Fire Fighters, AFL-CIO, Urbana, Illinois ("Union").

The purpose of this side letter is to clarify the intent of the parties with respect to section 16.4 of the Agreement. It is the intent of the parties that the City shall have no greater or lesser disciplinary authority over non-probationary employees than it had under the 1990-92 Collective Bargaining Agreement between the City and the Union, except that the City, acting through its Chief Administrative Officer or the Fire Chief (or their respective designees), shall have the right to discharge a non-probationary employee directly or suspend such an employee without pay for up to 30 calendar days, without resort to the Urbana Civil Service Commission.

For the City

For the Union