

**RESOLUTION NO. 2017-09-060R**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1147**

**(Term of July 1, 2017 through June 30, 2020)**

**WHEREAS**, the duly authorized representatives of the City of Urbana in good faith have negotiated a three-year collective bargaining agreement (“Agreement”) with the International Association of Fire Fighters (“IAFF”), Local #1147, concerning wages, hours, terms, and other conditions of employment for the term of July 1, 2017, through June 30, 2020; and

**WHEREAS**, the Agreement has been lawfully and properly ratified by the membership of IAFF, Local #1147; and

**WHEREAS**, the City Council finds that the best interests of the City are served by executing the Agreement;

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

**Section 1.**

The collective bargaining agreement between the City of Urbana and the International Association of Fire Fighters, Local #1147, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.**

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to, said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**PASSED BY THE CITY COUNCIL** this 5<sup>th</sup> day of September, 2017.

**AYES:** Ammons, Brown, Hazen, Jakobsson, Miller Roberts, Wu

**NAYS:**

**ABSTENTIONS:**

The seal of the City of Urbana, Illinois, is circular and features a central figure holding a scale and a sword. The text around the seal includes "THE CITY OF URBANA, ILLINOIS", "INCORPORATED 1857", "UNDER GENERAL LAW 1873", and "CHARTERED 1855".  
Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 6<sup>th</sup> day of September, 2019

Diane Wolfe Marlin  
Diane Wolfe Marlin, Mayor

AGREEMENT BETWEEN  
THE CITY OF URBANA, ILLINOIS  
AND  
LOCAL #1147  
OF THE  
INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS  
FOR THE TERM BEGINNING  
JULY 1, 2017  
THROUGH  
JUNE 30, 2020



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## AGREEMENT

This AGREEMENT, entered into this 1<sup>st</sup> day of July, 2017, 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").

In conjunction with the City of Urbana, the Urbana Firefighters Local 1147 has agreed to forego a salary raise for the 2010-2011 Contract.

### ARTICLE 1 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, Engineers, Lieutenants, and Captains but excluding the Fire Chief, Division Chiefs of Emergency Services, Fire Marshal, 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 2 DEDUCTION OF UNION DUES

#### Section 2.1 Check off

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 15<sup>th</sup> 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 (60<sup>th</sup>) 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 therefore, 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 payers 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 3 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; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge employees for just cause or to make and enforce rules and regulations; and to manage 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 4 NO STRIKE AND NO LOCKOUT

### Section 4.1 No Strike

During the terms of this Agreement, neither the Union, its officers or agents, nor 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 5 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: No grievance shall be entertained or processed unless it is submitted within five (5) business days after the 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: No grievance shall be entertained or processed unless it is submitted within five (5) business days after the pre-grievance meeting. 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 Mayor 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 Mayor or his/her representative and the Chief Union Representative shall be held at a time mutually agreeable to the parties. The Mayor 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 Failure to Meet Time Limits for Filing

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 6 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 and will consist of a 55.08 hour work week.

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 Specialty Training Flex Schedule

Employees that are assigned to a 55.08 hour work schedule may be moved to a flex schedule to accommodate specialty training classes. The Specialty Training Flex Schedule will consist of the following:

1. If the class starts the day following a duty shift, the employee will be allowed off at 7:00 PM on that duty shift.
2. If the class ends the day before a duty shift the employee will not be required to return to their duty shift until 7:00 PM on that duty shift.
3. The employee will not return to their duty shift on the days they are in the specialty class.
  - a) Employees will receive overtime compensation in accordance with section 6.4 of this agreement.
  - b) Employees may be moved to the Specialty Training Flex Schedule if the class that the employee is attending is deemed to be extremely strenuous and therefore may cause safety concerns if an employee returns to duty after class.
  - c) Employees must be given a minimum of 48 hours advanced notice prior to being placed on the Specialty Training Flex Schedule.
  - d) The Fire Chief or his/her designee shall maintain Management's Right to place employees on

the Specialty Training Flex Schedule for the purpose of attending specialty training classes as defined in Section 8.3, Specialty Pay.

- e) The Fire Chief or his/her designee may also grant an Employee's request to be placed on the Specialty Training Flex Schedule for the purpose of attending UFD other appropriate training classes as mutually agreed upon by the employee and the Fire Chief.

#### Section 6.4 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.)

(C) A department member covered by the collective bargaining agreement may be given the opportunity at any time to remove themselves from the callback list due to a hardship.

A hardship is defined as a department member having to provide care of family members including: spouse and/or children, employee's mother, father, mother-in-law, or father-in-law which requires his/her presence. The care that is being provided must last longer than 30 calendar days. The employee must request removal from the callback list from the Chief in writing. The Chief reserves the right to deny the request based on reasonable grounds. Reinstatement on the callback list will follow the current reinstatement rules.

#### Section 6.5 Straight Time Hourly Rate

The straight time hourly rate for each year covered by this Agreement is set forth in Appendix "B".

#### Section 6.6 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 ninety-six (96) 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.

(A) The City and Union agree that if a member has more than the ninety-six (96) hour maximum

accrual on City record at the time the 2007-2010 contract is initiated, he/she will be allowed to use his/her compensatory time allotment without penalty or mandatory reduction in time.

- (B) The member will be allowed to reduce his/her compensatory time by departmental and/or contractual rules.
- (C) Once the member reduces his/her compensatory time under the ninety-six (96) hour ceiling, the member will only be able to earn the maximum of ninety-six (96) hours of compensatory time.

#### Section 6.7 Exchanging Tours of Duty

The Fire Chief or his/her designee may grant the request of two (2) members of the Fire Department to exchange tours of duty or days off. The exchange shall not be arbitrarily denied if the following guidelines are met:

- No limit to the number of Exchange of Tours Duty per employee, per fiscal year
- Firefighter/Firefighter
- Firefighter/Engineer or Engineer/Firefighter
- Engineer/Engineer
- Officer for Officer

(A) Exchanges shall be reciprocal in each of the exchange possibilities.

(B) If any member providing a stand-in should take sick leave, vacation, or compensatory time during that stand-in, that time will be charged to the member providing the stand-in.

(C) Exchanges of Tours of Duty are not to be used to change or circumvent the current work schedule defined in Section 6.2 Normal Work Day and Work Schedule.

(D) For Firefighters to be eligible to duty trade with an Engineer, a Firefighter must have course completion of Fire Service Vehicle Operations and Fire Apparatus Engineer documented in their Fire Department training file.

(E) If, subsequent to executing and approved duty-trade, the assignee suffers a duty-injury that precludes the assignee from covering the shift he/she assumed, Management shall be responsible for finding coverage for the shift.

#### Section 6.8 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.

#### Section 6.9 Night Training

If training is to occur at night, no training evolution shall begin after 10 p.m.

#### Section 6.10 Kelly Days

(A) Employees represented by IAFF Local #1147 shall work an average of fifty-five and eight-hundredths (55.08) hours per week. Employees assigned to fire prevention and fire inspection shall work an average of forty (40) hours per week.

(B) Effective September 1, 2007, for each employee scheduled to work 2,912 hours, two (2) Kelly Days, consisting of twenty-four (24) hours of unpaid leave time each, will be applied to the annual schedule. The application of Kelly Days to the FLSA Work Schedule will reduce the FLSA overtime liability for those FLSA work periods in which they are applied. These Kelly Days represent unpaid leave time



applied to the annual work schedule to reduce the annual paid hours from 2,912 to 2,864.

(C) The selection of Kelly Days shall be determined by shift, based on seniority as defined in the current collective bargaining agreement. Kelly Day(s) may be scheduled at any time during the calendar year. Whenever a Kelly Day is scheduled in the third slot period, it will be placed in the third slot. Whenever a Kelly Day is scheduled in the 2<sup>nd</sup> slot period, it will be placed in the 2<sup>nd</sup> vacation slot.

(D) Effective January 1, 2015, all new employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will receive two (2) Kelly Days. Any new employee hired between January 1<sup>st</sup> and May 31<sup>st</sup> will receive one (1) Kelly Day. Any new employee hired between June 1<sup>st</sup> and June 30<sup>th</sup> will receive (0) Kelly Days. New employees will then receive Kelly Days in accordance with Section 6.10(B).

(E) The actual scheduling of each eligible employee's two (2) twenty-four hour days off shall have the following conditions:

- 1) Each Kelly Day will be scheduled as a full twenty-four (24) hour day off (no splitting).
- 2) Only one Kelly Day can be scheduled per twenty-four (24) hour shift.
- 3) Kelly Days must be scheduled and used during each fiscal year (no carry over).
- 4) Once Kelly Days have been scheduled, they may be traded subject to the minimum 24 hour notice given to the Division Chiefs.
- 5) Any approved Kelly Day trade shall be considered a duty trade for purposes of the FLSA and shall not result in payment of overtime and the granting of a duty trade shall not result in the payment of overtime to either of the employees involved in the trade.
- 6) Kelly Days shall be scheduled in accordance with the department's vacation day scheduling policy.
- 7) Employees will be required to take off their selected Kelly Day.
- 8) Guaranteed Kelly Days will be scheduled immediately following the guaranteed vacation signup period in accordance with Section 10.2.
- 9) Available Time Kelly Days will be scheduled according to Available Vacation Time Scheduling rules.
- 10) Back-to-back Kelly Days can be scheduled.

(E) If an employee requests a transfer or accepts a promotion or assignment into a new classification, the employee's selection of Kelly Day shall be based on the remaining days available in the Battalion, on the shift to which the employee is to be transferred.

(F) If an employee is to be transferred to a different shift or Battalion by the City, the employee shall maintain his/her previously scheduled Kelly Day without rolling any of the already scheduled employees from their selection. The Battalion and Department-wide restrictions will not apply to employees who are involuntarily transferred and the prior Kelly Day selection will be honored until such time a new selection process has begun.

(G) If a problem arises in the implementation of this Section on a Department/shift level, the Local #1147 member, shift trustee and the Fire Chief or his/her designee shall meet to resolve the problem or refer to the grievance process.

## ARTICLE 7 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.

Employees must have successfully completed Basic Operations Firefighter, Hazardous Materials Operations, Vehicle Machinery Operations, and Emergency Medical Technician – Basic, and possess or obtain a Class B exempt driver's license at the completion of the 12 months' probation or he/she may be terminated. EMT-I certification is a condition of employment but is not required to complete probation.

### Section 7.3 Layoffs and Recalls

- (A) Definitions. The term "layoff" means the involuntary and non-disciplinary separation of a Bargaining unit member or members (hereinafter referred to as "employee(s)") from the active work force due to a reduction in the number of bargaining unit members in the work force. Such a reduction may be either permanent or temporary in nature, depending upon the circumstances surrounding the reduction. Employees may be laid off due to lack of work and/or a bona fide lack of funds, a combination of both or for reasons out of the control of the City. A decision by the City Council to reduce the size of the Fire Department by the elimination of a position or positions due to a merger, reorganization, consolidation of jobs, installation of new equipment or machinery, curtailment or replacement of existing facilities, and/or the development of a new facility, shall not be subject to the jurisdiction of an arbitrator but the Union reserves its rights to bargain with the City as to the effects of any such decision. A layoff of any duration is considered a temporary separation from service and does not become a formal dismissal and permanent separation from service until the expiration of the employee's seniority pursuant to the terms of Sec. 7.5 of this Agreement.
- (B) 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. Prior to implementing an involuntary layoff of any active firefighter(s), the City, absent unusual, emergency and/or catastrophic circumstances, shall provide at least thirty (30) days' written notice to the Union together with the reasons for the layoff. In addition, prior to implementing any layoff(s), the City shall issue a statement of its reasons for the action which, if practical, shall include an estimate of the resulting savings and any projection of the possible effect on the response times as a result of the layoff(s).
- (C) Bumping Rights. 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.
- (D) Notice of Layoff. When practical, The City will give the employee(s) to be laid off indefinitely at least two (2) weeks' notice prior to layoff, and will allow them to take vacation leave or compensatory time necessary to seek other employment. The two (2) weeks' notice that is given to the affected employee(s) will commence following the expiration of thirty (30) days' written notice given to the Union. The notice(s) will only be given if the City and the Union cannot come to an agreement to prevent the layoff(s).



- (E) 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.
- (F) Bargaining unit members who are laid off and elect to go on layoff status, may request and use their accumulated compensatory time or vacation leave. Furthermore, should a laid-off employee subsequently be appointed (on either a temporary or a permanent basis) to a position which is outside the bargaining unit, that employee's seniority status and recall rights shall not be terminated. Employees who are laid off and elect not to go on layoff status shall be considered terminated and they may, provided and to the extent they are eligible, receive their final payment for accumulated compensatory leave, vacation leave, and sick leave pursuant to established City practice. An employee's seniority status and recall rights shall be terminated and the employee shall be considered terminated when the bargaining unit member fails to return to work when recalled, as set forth in Section 7.5.
- (G) In the event of either an increase in the number of authorized positions or a decrease in the active work force that involves a classification from which affected employees were laid off, and provided that the necessary authorization has been given for the resultant position vacancies to be filled and they are able to perform the work available, then those employees who are still on layoff status from that particular classification shall be recalled in the reverse order of their layoff. No new bargaining unit members shall be appointed within the Fire Department until the laid-off employees have had an opportunity to return to work.
- (H) In the event of either an increase in the number of authorized positions or a decrease in the active work force that involves a classification from which employees were bumped, and provided that the necessary authorization has been given for the resultant vacancies to be filled, then those employees who were bumped from that particular classification shall be reinstated in the reverse order of their bumping. No existing employee shall be promoted within the Fire Department until those bumped members have been given an opportunity to return to their original classification.

#### 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.
- (C) 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 fourteen (14) days of the posting of the list. The Seniority List will be updated every time a member is hired, promoted, demoted, discharged, or retires.

#### Section 7.7 Station Assignments

(A) All non-probationary employees assigned to the 24/48-hour work schedule shall bid their apparatus assignment. Apparatus assignments will be selected based upon time in grade and seniority.

(B) Apparatus assignment bidding shall take place during the vacation sign-up meeting described in section 10.2 of this Agreement.

(C) Management shall retain the right to temporarily reassign non-probationary employees to facilitate the training of probationary employees. In addition, the fourth slot on an apparatus of Management's choosing shall be reserved for a probationary employee assigned at Management's discretion.

### ARTICLE 8 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 Specialty Pay

Employees will be compensated at the rate of 1% of the base Firefighter/Non EMT-I pay rate for obtaining and maintaining the requirements for each of the following specialty pay classifications with the ability to receive a maximum of 2% of the base Firefighter/Non EMT-I pay for each eligible employee.

Hazardous Materials Technician – Hazardous Materials Technician A and B Certifications or equivalent per MABAS. Continuing Education requirement: 8 hours of Hazardous Materials training.

Technical Rescue Technician – Confined Space Technician, Rope Technician, Structural Collapse Technician, and Trench Technician Certifications or equivalent per MABAS. Continuing Education requirement: 16 hours of Technical Rescue training.

Fire Investigator - Illinois OSFM Fire Investigator Certification. Continuing Education requirement: Employee must meet the Illinois OSFM Continuing Education requirements to maintain Illinois OSFM certification.

- a) All HAZMAT, Technical Rescue, and Fire Investigator certifications must be awarded by the Illinois OSFM or by an accredited agency or educational institution that meets the Illinois OSFM objectives.
- b) The City will only provide backfill coverage for employees to attend classes to obtain the above certifications if he/she is on an official MABAS team roster, or if the training is required to maintain certification.
- c) Employees will waive their right to overtime compensation on their off-duty days while attending class to receive the above certifications in return for receiving the Specialty Pay.
- d) An employee must meet the above continuing educational requirements annually, June 1<sup>st</sup> through May 31<sup>st</sup> of each year, for each applicable specialty classification to receive the Specialty Pay. Continuing Education training must be properly documented in the UFD training record system. The continuing education will begin to be tracked after June 1, 2015. The City must offer sufficient training opportunities to employees during the course of their normal duty days to meet the continuing education requirement.
- e) Specialty Pay will be paid to employees who have met the above requirements on or before May 31<sup>st</sup> of every year.
- f) Specialty Pay will be paid on an annual basis in the form of a lump sum payment that will be distributed on the last paycheck of each June.
- g) Specialty Pay shall not be considered as a part of an employee's base hourly or annual salary. The Specialty Pay will be included in overtime rate computations. Any necessary adjustments to overtime rates will be effective July 1<sup>st</sup> of every year.
- h) Specialty Pay shall not replace any compensation for call backs for service, approved Specialty team trainings, and Specialty team deployments.
- i) Specialty Pay shall account for any specialty duties performed while on duty.
- j) The City shall not arbitrarily deny an Employee's request to attend specialty training classes.

#### Section 8.4 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 8.5 Temporary Upgrading

Definition- Time-In-Grade is the permanent assignment to Engineer, Lieutenant, or Captain. Temporary Assignment to Engineer, Lieutenant, or Captain will not be credited towards Time-In-Grade.

- (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.
- (B) If the City elects to offer a temporary upgrade, then the highest ranking individual on the respective 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. If individuals on the eligibility list elect to pass the upgrade then the offer of upgrade will be given to those present on the respective shift by the upgrade sequence below. If no other individual has accepted the assignment under this Section, the highest ranking individual who is present at the time of the upgrade on the respective eligibility list shall not have the right to refuse a temporary upgrade.

In the event that no individual on the respective eligibility list is present and regularly assigned to the shift where the temporary upgrade is needed, the temporary upgrade assignment shall be given to those present and regularly assigned to the respective shift by the upgrade sequence below and they shall not have the right to refuse a temporary upgrade. A stand-in will not assume an upgrade if there is another employee present and regularly assigned to the shift who can be temporarily upgraded. Officers who are given upgrade assignments to Division Chief shall not have the right to refuse the assignment.

### Upgrade Sequence

#### Division Chief

1. Management Right

#### Captain

1. Captain Eligibility List
2. Time in grade – Lieutenant  
(Officers can be upgraded off-shift to make sure this workflow exists.)
3. Lieutenants Eligibility List

Note: If Lieutenants are present during the shift, they may not pass the Captain upgrade to a lower ranked member.

#### Lieutenant

1. Lieutenant Eligibility List
2. Time in grade – Engineer
  - a. Tiebreaker = Department Seniority List
3. Engineers Eligibility List
4. Time in grade – Firefighter

Note: Firefighters must have three (3) years completed at UFD to be eligible for this upgrade.

#### Engineer

1. Engineer Eligibility List
2. Time-in-Grade Firefighter

Note: Firefighter Candidates (Probationary Firefighters) are not eligible for upgrade.

At no time will a higher ranked officer work under a lower ranked person while on duty on their respective shift or while working other shifts unless it is a stand-in. Officers can be upgraded off-shift to make sure this work flow exists. If an officer is upgraded while working another shift, they will be paid their normal overtime. They will then receive the regular differential in upgrade pay to the rank they are working.

- (C) It is the intent of the parties that the City has the discretion whether to offer a temporary upgrade.
- (D) The City may suspend for a period not to exceed six (6) 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.
- (E) 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 an individual is upgraded to a higher rank, he/she shall be paid the difference between his/her annual base including longevity pay, and the annual base for

that rank, including the same longevity pay.

- (F) When a Lieutenant is upgraded to Division Chief, he/she will be paid the difference between the annual base for such officer, including his/her longevity pay, and the annual base for the rank of Captain, including the same longevity pay plus an additional 40% of that differential. Upgrade pay for Captains would be 50% of the difference between the base pay (EMT-I rate) of the captains including his or her longevity and the minimum pay of the pay grade of the Division Chief plus the same percentage longevity that the Captain is currently receiving.
- (G) Should the temporary upgrade take place on a holiday covered by the Agreement, the upgraded employee will receive holiday pay computed at his/her normal rate.

Section 8.6 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 8.7 City's Support of EMT Programs

- (A) The City shall support each level of EMT program (EMT-Basic, EMT-Intermediate, and EMT-Paramedic) with all continuing education classes required of each certification to maintain licensure. The City will pay each individual, if not on duty for the classes, a rate of 1.5 times their normal rate of pay for time they have attended for each continuing education class. The parties agree that this section refers to local classes only.
- (B) Should the EMT-I certification program be suspended, the City agrees to continue to pay existing EMT-I's per this agreement; however unless the State or this Region rescinds the future suspension of the EMT I certification, the City will not be able to train any future EMT-I's. At the time the State issues any decisions regarding the EMT-I or relative certification, the Union and the City will meet to discuss any impact on this agreement.

ARTICLE 9 HOLIDAYS

Section 9.1 Observed Holidays

(A) 24/48 Hour work week Employees shall be paid for the following nine (9) holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving day
Spring Day (Good Friday)	Labor Day	Christmas Day

(B) 40 Hour work week Employees shall be paid for the following ten (10) holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving day
Spring Day (Good Friday)	Labor Day	Day After Thanksgiving
	Christmas Day	

**Section 9.2 Holiday Pay**

A) 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.

B) Employees assigned to a forty-hour work week will not be scheduled to work on the holidays listed above, and shall receive eight (8) hours of pay for each holiday listed above. Said employees shall not receive any additional pay per holiday.

**ARTICLE 10 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>Years of Continuous Service</u>	Amount of Vacation			
	Schedule of 55.08 Hour Avg. Workweek		Schedule of 40 Hour Workweek	
	Through June 30, 2019	Beginning July 1, 2019	Through June 30, 2019	Beginning July 1, 2019
After the completion of one (1) year through the end of the fifth (5 <sup>th</sup> ) year	6 Duty Days	7 Duty Days	14 Duty Days	16 Duty Days
After the completion of five (5) years through the end of the ninth (9 <sup>th</sup> ) year.	7 Duty Days	8 Duty Days	16 Duty Days	18 Duty Days
After the completion of nine (9) years through the end of the fourteenth (14 <sup>th</sup> ) year.	10 Duty Days	11 Duty Days	22 Duty Days	24 Duty Days
After the completion of fourteen (14) years through the end of the nineteenth (19 <sup>th</sup> ) year.	11 Duty Days	12 Duty Days	24 Duty Days	26 Duty Days
After the completion of nineteen (19) years to termination	12 Duty Days	13 Duty Days	26 Duty Days	28 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) Beginning July 1, 2019, Employees who have been employed by the City for a period of less than one (1) year shall receive one (1) duty day on the first day of full-time employment and accrue one-half (1/2) duty day for each month of employment to a maximum of six (6) 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.

(D) The 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

(A) 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 taking Guaranteed and/or available time vacation, Kelly day, or compensatory time.

1. From July 1, 2017 to January 1, 2018, the City shall authorize the absence of a third bargaining unit member per shift from May 15 through September 15 and from October 15 through January 15, 2018 for the purpose of taking guaranteed or available time vacation or a Kelly day.
2. Effective January 1, 2018, the City shall authorize the absence of a third bargaining unit member per shift from February 15, 2018 to January 15, 2019 for the purpose of taking guaranteed or available time vacation or a Kelly day.
3. Effective January 1, 2019, the City shall authorize, on a year round basis, the absence of a third bargaining unit member per shift for the purpose of taking guaranteed or available time vacation or a Kelly day.

(B) The third vacation slot may be only used for the purpose of taking guaranteed or available time vacation or a Kelly day. The use of compensatory time will not be allowed in the third vacation slot.

(C) The City shall authorize a maximum of one bargaining unit member to use a Kelly day per shift.

(D) All requests for twelve (12) hour vacation time will be scheduled from 0700-1900 or from 1900-0700.

(E) If a person would like to take twelve (12) hour vacation time, requests will not be accepted any sooner than 0700, on the proceeding duty day.

(F) Twelve (12) hour vacation time shall be granted, if the time is available and these requests are on a "first come, first served" basis. Twelve (12) hour vacation will not be scheduled during the guaranteed vacation sign-up.

(G) If it is determined that a "tie" in the request for twelve (12) hour vacation time exists, during 0700-0715 on your duty day, the Division Chief of Emergency Services will award the request to the person having the most seniority. Any requests after 0715 will be "first come, first served".

(H) Guaranteed Vacation

- 1) Annually there shall be one (1) guaranteed vacation sign up period;
- 2) The sign-up period shall be the first Tuesday, Wednesday, and Thursday of November;
- 3) The vacation period shall be January 15th through January 14th of the upcoming calendar year;
- 4) Guaranteed vacation shall consist of two (2) rounds of vacation scheduling in which the most senior employee may first select up to his or her maximum number of vacation time by days,



provided such time consists of full consecutive working days. Such round shall then continue with the next most senior employee until all employees receive an opportunity to select vacation time. A second round of guaranteed vacation sign up shall then be conducted in the same manner as the first;

- 5) An employee may elect not to select a day in any or all rounds;
- 6) Upon completion of the guaranteed sign up period, employees shall complete the leave request form.

### 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) Employees may carry over and must use 48 hours of accumulated vacation time for up to 90 days past their anniversary date, subject to approval by the Division Chief. If the employee wishes to carry over time, they must submit a request in writing to their Division Chief 30 days prior to their anniversary date. Any request received less than 30 days prior to their anniversary date will be considered an automatic denial. The final determination, however, is exclusively reserved to the City. In no instance shall an employee accumulate in excess of three hundred and thirty-six (336) hours of vacation. Exemption does not apply to Section 10.5 (Vacation Rights in Case of Separation). Employees shall only receive a maximum of two hundred and eighty-eight (288) unused hours of vacation pay at the time of separation in accordance with Section 10.5.
- (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, the following vacation time periods are available.

- (A) Twelve (12) hours
- (B) Twenty-four (24) hours

### 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 11 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.

Sick leave may be used by individuals who have declared a domestic partnership in accordance with Urbana City policy or who have obtained a Civil Union license recognized by the State of Illinois.

### **Definition**



Occurrence - is any sick leave used more than twelve (12) hours by an employee on a twenty-four (24) hour shift schedule.

Medical Professional - A physician, physician assistant, nurse practitioner, or licensed mental health professional

Sick Leave- may be used for an illness or injury.

### 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 there from 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-five point zero eight (55.08) 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 .726 times his/her accumulated sick leave as of that date, and rounded up to the nearest tenth of an hour. Any employee assigned to a 24-hour shift schedule from the 8-hour shift schedule shall be credited with 1.378 times his/her accumulated sick leave as of that date, and rounded up to the nearest tenth of an hour.

#### (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 medical professional stating that the employee was sick or injured on the days for which sick leave was used and that the employee was seen by the medical professional 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 medical professional stating that the employee was sick or injured on the days for which sick leave was used and that the employee was seen by the medical professional 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 medical professional and/or his/her physical abilities may be tested by a Physical Therapist at the City's expense to determine whether he/she is fit to return to or continue work. If the City requires such examination or testing, the employee will be placed on administrative leave until the completion of the examination or testing and the employee is then allowed to return to work. If such medical professional or physical therapist 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. The administrative leave will cease and the employee will be charged sick leave retroactively to when the administrative leave began. If the medical professional or physical therapist 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 of twelve (12) hours or more 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 medical professional's statement stating that the employee was seen by the medical professional 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 medical professional'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.

No sick leave occurrence will be charged if an employee brings a statement from a medical professional stating that the employee was seen by the medical professional during the time of absence and that the employee was sick and unable to perform the duties of his/her employment during that time.

(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. Requiring his/her presence is accomplished by the employee having completed the Medical Professional Sickness Certificate.

(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 including time spent on the University of Illinois 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 fifty percent (50%) 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 percent 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:

- (1) A pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off or holidays, without a medical professional's statement.
- (2) A pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
- (3) Repeated use of sick leave benefits as they are earned, without a medical professional's statement.
- (4) Use of more sick leave than accrued in any twelve (12) month period, without a medical professional's statement.
- (5) Using sick leave and engaging in activities which indicate the ability to work.
- (6) 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.

(G) Wellness Bonus

Non-probationary employees shall be eligible for good attendance incentive payments based upon the number of sick leave hours that the employee used during the previous calendar year. For the purposes of this provision, the Employer shall review an Employee's attendance record starting on December 1st and continuing through November 30<sup>th</sup> of the following year. Cash payouts shall occur by the third week in December. Participation in this program shall be voluntary. If an employee wishes to participate in this program, notification must be made to the employee's Division Chief in writing no later than December 1 of the current year.

An employee whose sick leave usage qualifies them shall have the option of cashing out a portion of their unused sick leave. The maximum amount available to cash out shall be based upon the number of sick leave hours used during the previous calendar year. Cash-outs shall be permitted according to the following schedule:

ELIGIBILITY CRITERIA	HOURS CASHED IN	CASH PAID OUT
0 hours used	72 hours	\$1,000
1-24 hours used	48 hours	\$700
25-48 hours used	24 hours	\$350
49 or more hours used	0 transferable hours	\$0.00

Section 11.3 Funeral Leave

Upon Request, Employees shall be granted funeral leave (with full pay and benefits) to attend the funeral and to take care of matters surrounding the death of a member of their immediate family (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 the employee), subject to the following maximums:

A. 24-Hour Per Day Employee:

A maximum of two (2) consecutive tours of duty for funeral leave (forty-eight (48) hours).

B. 40-Hour Per Week Employee:

A maximum of five (5) consecutive work days for funeral leave (forty (40) Hours).

The employee shall determine the amount of funeral leave necessary, taking into consideration such factors as the employee's involvement in arranging for the funeral, the date of the funeral in relation to his/her normal duty days, and any travel necessary to attend the funeral.

Requests for funeral leave which do not exceed one (1) 24 hour tour of duty or three (3) 8 hour work days shall be approved as requested. Requests for funeral leave in excess of one (1) 24 hour tour of duty or three (3) 8 hour work days shall require the approval of the Fire Chief, or his/her designee. Such requests shall not arbitrarily be denied.

In the event that the death of an employee's immediate family would occur while an employee is on active duty status, the employee will be excused from duty and no charge against their funeral leave will be made for that day.

Funeral leave requests shall be approved prior to the employee's absence from work. Failure to give such advance notification may result in an employee's absence being treated as a leave of absence without pay. Employees will complete the department's leave request form as soon as possible when returning to work.

While employees are on approved funeral leave, they shall not be charged for any vacation leave or compensatory time which had previously been scheduled.

#### Section 11.4 Bereavement Leave

Bereavement leave may be granted in addition to funeral leave, as requested by the employee, in the event of emotional stress on the part of an employee due to the death in the employee's immediate family. Bereavement leave shall be charged to an employee's accumulated sick leave bank in accordance with Article XI, Section 2 of this agreement at employee's discretion. Requests for bereavement leave must be approved by the Fire Chief, or his/her designee. Such requests shall not be arbitrarily denied.

Bereavement leave requests shall be approved prior to the employee's absence from work. Failure to give such advance notification may result in an employee's absence being treated as a leave of absence without pay. Employees will complete the department's leave request form as soon as possible when returning to work.

While employees are on approved bereavement leave, they shall not be charged for any

vacation leave or compensatory time which had previously been scheduled.

#### 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. City will cover all city benefits of the member on union leave during absence, including but not limited to pension, workman's comp, sick leave accrual, etc.

#### 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:

- (a) "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.
- (b) "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.
- (c) "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.
- (d) "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.
- (e) "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 (12) months and who have worked at least 1,250 hours in the past twelve months shall be entitled to a total of twelve (12) 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 12 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.

- (C) 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.

Section 12.5 Insurance Waiver

Employees who choose to waive their health insurance on or after January 1, 2012 will receive a cash payout equal to 20% of the cost of the premium for single coverage, provided that such payout is permissible under the City's health insurance contracts and applicable laws. The employee must prove proof of acceptable alternative health coverage and apply for payment in accordance with the written procedures provided by the Personnel Manager. Payments for waivers of less than twelve (12) months will be prorated. Payments will be made no less than once a year.

ARTICLE 13 CLOTHING ALLOWANCE

Section 13.1 Initial Issues and Replacement

The City shall require and provide the following initial issue of clothing at no expense to the employee.

Serviceable uniform and uniform equipment shall not be used for any purpose while in an off-duty status, without the express permission of the Chief of the Fire Department. The following shall be authorized articles of clothing and uniform equipment:

(A) Candidate Firefighter Initial Issue.

- Uniform trousers (navy)- 4 each
- Short sleeve Class "B" Badge Shirt-4 (navy blue)
- Long sleeve Class "B" Badge Shirt-2 (navy blue)
- Polo shirts-2 (navy blue)
- Uniform necktie - 2 each
- Crewneck sweatshirt – 1
- Uniform jacket - 1
- Uniform baseball cap - 1
- Uniform boots - 1 pair
- Black waist belt - 1
- Black gloves - 1 pair
- Socks - 4 pair
- T-shirts - 6 each
- Badges and insignias - all required

At the completion of probation the City will purchase a Class "A" uniform for the employee.

(B) Engineer Initial Issue.

When an employee is promoted to the rank of Engineer, the following items will be ordered immediately:

- Class "B" shirt badge – 1
- Class "B" coat badge – 1
- Class "B" name plate – 1 (name and rank)
- Class "B" collar brass – 1 pair

All members returning from temporary assignments shall return all engineer initial issue items to department uniform officer.

(B) Lieutenant Initial Issue.

When an employee is promoted to the rank of Lieutenant the following uniform items will be ordered immediately:

- Short sleeve Class "B" Badge Shirt – 4 (light blue)
- Long sleeve Class "B" Badge Shirt 2 (light blue)
- Polo shirts – 2 (light blue)
- T-Shirts – 6 (light blue)
- Shirt Badge – 1 (gold)
- Coat Badge – 1 (gold)
- Name Plate – 1 (gold) (name and rank)
- Collar Brass – 1 pair (gold)
- Uniform Jacket Buttons - 1 set (gold)

All members returning from temporary assignments shall return all lieutenant initial issue items to department uniform officer.

(C) Captain Initial Issue.

When a Lieutenant is promoted to the rank of Captain the following items will be ordered immediately:

- Short sleeve Class "B" Badge Shirt – 4 (white)



- Long sleeve Class "B" Badge Shirt – 2 (white)
- Polo shirts – 2 (dark grey)
- T-Shirts – 6 (dark grey)
- Shirt Badge – 1 (gold)
- Coat Badge – 1 (gold)
- Name Plate – 1 (gold) (name and rank)
- Collar Brass – 1 pair (gold)

All members returning from temporary assignments shall return all Captain initial issue items to department uniform officer.

(D) The City will pay for changes to the employee's Class "A" uniform when promoted to the rank of Engineer, Lieutenant or Captain.

(E) Class "A" uniform description.

Firefighters – Silver FD buttons on the coat, nickel buckle, one mylar braid on each coat sleeve, silver rank insignia on the front of the cap and pin on collar insignias.

Engineer - Silver FD buttons on the coat, nickel buckle, two mylar braids on each coat sleeve, silver rank insignia on the front of the cap and pin on collar insignias.

Lieutenant – Gold FD buttons on the coat, nickel buckle, one gold mylar braid on each coat sleeve, gold rank insignia on the front of the cap and pin on collar insignias.

Captain – Gold FD buttons on the coat, nickel buckle, two gold mylar braids on each coat sleeve, gold rank insignia on the front of the cap and pin on collar insignias.

(F) 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.

(G) After an employee has satisfactorily completed his/her probationary period, a uniform allowance of one hundred eighty-nine dollars (\$189) per employee will be given on or before July 1st.

(H) 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. However an employee may retain the uniform jacket and coat badge if he/she leaves the department in good standing.

(I) The Urbana Fire Department will have one insignia on the back of the department T-shirt regardless of rank.

(J) The Urbana Fire Department will have one insignia on the front of the department T-shirt regardless of rank.

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DEPARTMENT



(K) The Urbana Fire Department Patch will be on the left shoulder and the American Flag will be on the right shoulder of all Class "A" uniform coats, Class "B" uniform shirts, Class "B" uniform coats and Class "C" uniform coats.



#### Section 13.2 Reversion to the 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.

## ARTICLE 14 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, hoods, CBRN mask, 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.

### Section 14.3 Staffing

The City of Urbana shall provide adequate staffing to insure that one (1) Engine company per station and

one (1) Ladder/Truck company shall be staffed at all times. All companies shall be staffed with a minimum of three (3) bargaining unit members, consisting of one (1) Fire Officer, one (1) Engineer and one (1) Firefighter, at all times.

In the event additional apparatus are placed in service, other than Emergency call backs, the apparatus will require a minimum of three (3) bargaining unit members consisting of (1) Fire Officer, one (1) Engineer and at least one (1) Firefighter, at all times.

In the event additional fire station(s) is/are placed in service, all fire apparatus companies in the fire station(s) will require a minimum of three (3) bargaining unit members consisting one (1) Fire Officer, one (1) Engineer, and one (1) Firefighter, at all times.

## ARTICLE 15 DUTIES

### Section 15.1 Normal Duties

A) No employee covered by this Agreement shall be required to perform duties not associated with:

- 1) Firefighting, fire prevention, maintenance of firefighting apparatus, equipment, tools, or facilities, and other duties as are necessary for the efficient operation of the Fire Department; or
- 2) Emergency first aid, paramedic (if certified), and rescue duties in connection with the operation of the Fire Department; or
- 3) Demonstrations or instructions to the public or various organizations concerning public safety; or
- 4) 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.

(B) Any employee losing his or her right to drive, he/she will be ineligible for any upgrade that requires the operation of a City owned vehicle. Any employee whose driver's license is suspended or revoked and does not achieve reinstatement of his/her driving privileges within eighteen (18) months of the date of license revocation or suspension will be terminated. Any Engineer whose driver's license is suspended or revoked will be downgraded to firefighter for the duration of the time he or she is without a valid driver's license.

This provision shall in no way limit the imposition of discipline associated with an employee's loss of driving privileges due to license suspension or revocation.

### Section 15.2 Weather Limitations to Outside Training

All nonemergency activities not in a climate controlled environment (heated or cooled as weather dictates) will not be conducted when the air temperature and/or the heat index meets or exceeds 91 degrees or the air temperature and/or the wind chill meets or falls below 20 degrees, according to the National Weather Service, unless both the City and the Union President or his/her designee, mutually agrees to proceed either by prior arrangement or on the Day.

Members will be allowed to wear department tee shirts, department shorts and any type of footwear, which they deem fit to participate in or at the Fire Muster. Some type of footwear is required.

### Section 15.3 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 15.4 Training

(A) The City and the Union recognize that the duties listed above include training to accomplish those duties and related activities. For employees hired between August 1, 2001 and October 31, 2007, those

duties also expressly include the obligation to obtain and maintain Emergency Medical Technician training and certification at the Intermediate Life Support (ILS) level. However, should the State of Illinois or this region suspend the EMT-I level certification the above requirement would be renegotiated to meet the new certification.

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.

Any non-probationary employees hired after December 1, 2007, and have not met the EMT-I requirements, will not be required to meet these requirements unless the parties agree otherwise. However, these employees will still be required to maintain an EMT-B certification. Any employees not required to maintain EMT-I will have the first right of refusal for the newly established agreed upon class(es).

Any EMT unable to recall a skill(s) is non-disciplinary. Any remediation needed to become proficient in a skill is non-disciplinary. Any documents associated with remediation of a skill will be placed in the employee's training file and a copy will be given to the employee for their records.

(B) Professional Development Training: Both the City and the Union recognize the importance of continued professional development of all Fire Department employees. As such, beginning July 1, 2018, all non-probationary employees will be granted a maximum of forty-eight (48) hours of "training leave" each fiscal year for the purpose of attending department approved training directly relevant to the Employee's current rank and/or the next rank above his/her current rank. Training leave shall not be used in vacation slots. Such leave shall not be required to be used when the staffing expenses of the training that the employee is attending are being reimbursed to the City. Each employee shall be granted the ability to attend a minimum of one (1) training class each fiscal year. Requests for training leave shall not be arbitrarily denied. Notwithstanding any of the foregoing language of this provision, in no event shall the City be obligated to grant training leave in excess of seven hundred twenty (720) hours in a single fiscal year.

Any member covered by the collective bargaining agreement may, at any time, participate in classes not assigned by the department. If the department assigns a member to attend a class, the City will be responsible for all expenses to participate in the class including room, board and backfill staffing, if applicable. If a member chooses to attend a class on their own, that member would be responsible for the expenses. The City however may consider paying a portion of the expenses based on the department training goals and budgetary considerations. This does not guarantee that the member will be granted the class.

In the event a member is injured while participating in this class, the City will support the member with workman's compensation coverage if the City and/or third parties have found that the injury was a duty injury. Any approved compensated or non-compensated class, training, or function the Fire Department agrees to allow a Fire Department member to attend will be an "Act of Duty". In the event a member is injured while participating in the class, the City will support the member with workman's compensation coverage and all qualifying benefits.

(C) The results of any SCBA consumption drill: including but not limited to: duration times and department

member vital signs cannot be used against the department member including but not limited to discipline, pension/duty injury issues and employment termination. It is recognized that the SCBA consumption drill is part of training. The data received during an SCBA consumption drill is for self-improvement only and shall be maintained by the employee for his/her personal information for personal improvement and will be placed in the employees training file for information purposes only in a non-punitive fashion as stated above.

(D) Both the City and the Union agree that it is the sole responsibility of the employee to obtain and maintain the Employee's required certifications and licensure. The employee shall complete all continuing education that is required for any such certifications and licensure.

Furthermore, both the City and the Union agree that it is the City's responsibility to provide adequate opportunities for the Employee to obtain the necessary continuing education while on-duty, and to provide a training record system that allows the employee to track and review their progress to meet the continuing education requirements for their given certification and licensure.

No Employee shall be eligible to receive certification or licensure based pay incentives if the employee fails to meet the requirements for continuing education. Employees who fail to meet the continuing education requirements associated with their certification or licensure based pay incentives, will not receive such pay incentives until such time as they complete their continuing education requirements and obtain full recertification or reinstatement of their license. This section shall not apply to promotion based rank differentials.

## ARTICLE 16 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 Mayor (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.

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 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.

## ARTICLE 17 GENERAL PROVISIONS

### Section 17.1 Residency Requirements

Employees shall be required to live within a 35 mile radius of the city limits of the City of Urbana; mileage is agreed to be determined based on air miles, not road miles.

### 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 hundred (400) 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 affect 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 (as defined by state or federal law), synthetic drugs or substances, including, but not limited to, volatile organic compounds, volatile solvents, aerosols, nitrates, or other compounds or substances not used for the purpose for which they are intended by the manufacturer, or unauthorized controlled substances (defined as a controlled substance not prescribed to the employee or a controlled substance validly prescribed to the employee, but not taken in accordance with the prescription), 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		
Amobarbital		300 mg/ml	GC/MS
Butobarbital		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

<u>Drug Class</u>	<u>Initial Test Level</u>	<u>Confirmatory Test Level</u>	<u>Confirmatory Method</u>
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 have the opportunity to meet at least once a month at the request of either party 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

The City of Urbana shall maintain a Section 125 plan.

#### Section 17.7 Promotions

Note: See Appendix F for additional provisions that supersede the language of this section.

Promotions to the rank of Engineer, Lieutenant and Captain 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.

#### 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.
- (5) The City reserves the right to assign an employee temporary light duty in other city departments if work exists in those respective departments, as long as the effective union has approved the appointment and the employee will be trained to perform the assigned temporary duties.

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.

At no time will a person on light duty be eligible to act in a line position (Division Chief of Emergency Services, Captain, Lieutenant, Engineer, Firefighter) until he/she is cleared for duty by the Medical professional.

#### Section 17.9 No Discrimination and No Harassment

The parties agree that they will not discriminate against any employee because of race, color, creed, class, national origin, religion, sex, age, marital status, physical and/or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation or any other classification which may be covered by Federal, State or local law. The parties shall further ensure and maintain a working environment free from harassment, intimidation and coercion at all sites and facilities at which the Union's members are assigned to work.

#### Section 17.10 Mutual Aid

Mutual aid may be requested once all on duty available City of Urbana Fire Department personnel have been dispatched, or are on other responses or when equipment is not available by City of Urbana Fire Department.

Mutual aid units will be requested first from the Champaign Fire Department. Any additional Mutual Aid units needed, and not available from Champaign Fire, will be requested from the existing County-wide Mutual Aid agreement, but not substituted in lieu of an attempt to call back any off duty Urbana Fire personnel to back fill staffing.

All Mutual Aid companies operating inside the corporate city limits of Urbana will, if possible, be under the supervision of a member of the City of Urbana Fire Department, or if not available a member of the City of Champaign Fire Department.

Mutual Aid is defined as aid that is being requested by the authority having jurisdiction.

Automatic Aid is defined as prearranged assistance in accordance with the run cards at the Fire dispatch center.

Exception will be a request for a special piece of equipment that neither the City of Urbana Fire Department or the City of Champaign Fire Department maintains.

Pursuant to 65 ILCS 5/10-2.1-4, the City shall not use a person who has not qualified for regular appointment to the Fire Division as a temporary or permanent substitute or for regular appointment as a member of the Fire Division.

#### ARTICLE 18 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 19 ENTIRE AGREEMENT

### Section 19.1 Entire Agreement

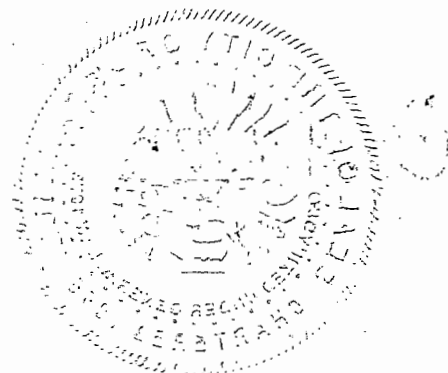
This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement.

### Section 19.2 Amendment

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

### Section 19.3 Arbitrator's Language Regarding Bargaining Impacts of Agreement with University

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.

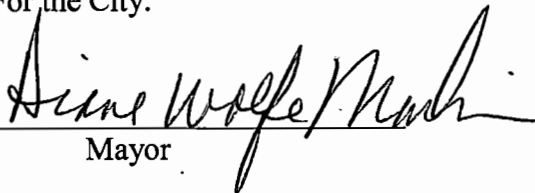


ARTICLE 20 TERM OF AGREEMENT

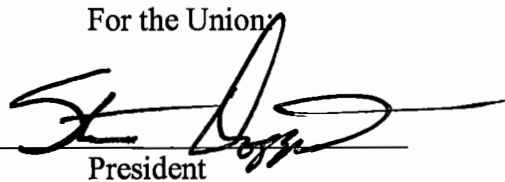
- a) This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2017, and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one-hundred twenty (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.
- b) 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 paragraph "d".
- c) In the event that negotiations extend beyond the expiration of this agreement, all employees that are covered by this agreement and are, or were, employed on or after July 1<sup>st</sup> of the expiration year, and who retire prior to the ratification by both the City and the Union, will receive all benefits due to them by the new agreement. Individuals who have retired prior to the ratification by both the City and the Union shall have their retro pay paid within thirty (30) calendar days of the ratification by both parties. Such retro payments shall have all normal deductions taken, including pension deductions.
- d) In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2018.


For the City:

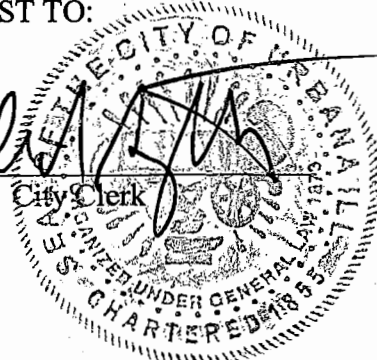
  
\_\_\_\_\_  
Mayor

For the Union:

  
\_\_\_\_\_  
President

ATTEST TO:

  
\_\_\_\_\_  
City Clerk



THE CITY OF NASHVILLE  
TENNESSEE  
ORGANIZED UNDER GENERAL LAWS  
CHARTERED 1855

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

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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



**APPENDIX “B1” SALARIES Firefighter**

Effective July 1, 2017 through and including June 30, 2020, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

Firefighter EMT I		7/1/17 - 6/30/18				7/1/18 - 6/30/19				7/1/19 - 6/30/20			
		24 Hour Day		40 Hour Week		24 Hour Day		40 Hour Week		24 Hour Day		40 Hour Week	
Years	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
<b>Candidate</b>		18.81	53,877.27	25.90	53,877.27	18.81	53,877.27	25.90	53,877.27	18.81	53,877.27	25.90	53,877.27
<b>After 1</b>		20.26	58,028.00	27.90	58,028.00	20.46	58,608.28	28.18	58,608.28	20.87	59,780.45	28.74	59,780.45
<b>After 2</b>		21.17	60,638.78	29.15	60,638.78	21.38	61,245.17	29.44	61,245.17	21.81	62,470.08	30.03	62,470.08
<b>After 3</b>		22.08	63,245.16	30.41	63,245.16	22.30	63,877.61	30.71	63,877.61	22.75	65,155.16	31.32	65,155.16
<b>After 4</b>	Base	23.00	65,863.69	31.67	65,863.69	23.23	66,522.32	31.98	66,522.32	23.69	67,852.77	32.62	67,852.77
<b>After 6</b>	2%	23.46	67,180.96	32.30	67,180.96	23.69	67,852.77	32.62	67,852.77	24.17	69,209.82	33.27	69,209.82
<b>After 8</b>	4%	23.92	68,498.23	32.93	68,498.23	24.16	69,183.22	33.26	69,183.22	24.64	70,566.88	33.93	70,566.88
<b>After 10</b>	6%	24.38	69,815.51	33.57	69,815.51	24.62	70,513.66	33.90	70,513.66	25.11	71,923.94	34.58	71,923.94
<b>After 12</b>	8%	24.84	71,132.78	34.20	71,132.78	25.09	71,844.11	34.54	71,844.11	25.59	73,280.99	35.23	73,280.99
<b>After 14</b>	10%	25.30	72,450.05	34.83	72,450.05	25.55	73,174.55	35.18	73,174.55	26.06	74,638.05	35.88	74,638.05
<b>After 16</b>	12%	25.76	73,767.33	35.47	73,767.33	26.01	74,505.00	35.82	74,505.00	26.53	75,995.10	36.54	75,995.10
<b>After 20</b>	14%	26.22	75,084.60	36.10	75,084.60	26.48	75,835.45	36.46	75,835.45	27.01	77,352.16	37.19	77,352.16
<b>After 25</b>	16%	26.68	76,401.88	36.73	76,401.88	26.94	77,165.89	37.10	77,165.89	27.48	78,709.21	37.84	78,709.21
<b>Firefighter Non-EMT</b>		<b>7/1/17 - 6/30/18</b>				<b>7/1/18 - 6/30/19</b>				<b>7/1/19 - 6/30/20</b>			
		<b>24 Hour Day</b>		<b>40 Hour Week</b>		<b>24 Hour Day</b>		<b>40 Hour Week</b>		<b>24 Hour Day</b>		<b>40 Hour Week</b>	
<b>Years</b>	<b>Longevity</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>
<b>Candidate</b>		18.26	52,308.03	25.15	52,308.03	18.26	52,308.03	25.15	52,308.03	18.26	52,308.03	25.15	52,308.03
<b>After 1</b>		19.67	56,337.87	27.09	56,337.87	19.87	56,901.25	27.36	56,901.25	20.27	58,039.27	27.90	58,039.27
<b>After 2</b>		20.56	58,872.61	28.30	58,872.61	20.76	59,461.33	28.59	59,461.33	21.18	60,650.56	29.16	60,650.56
<b>After 3</b>		21.44	61,403.07	29.52	61,403.07	21.65	62,017.10	29.82	62,017.10	22.09	63,257.44	30.41	63,257.44
<b>After 4</b>	Base	22.33	63,945.33	30.74	63,945.33	22.55	64,584.78	31.05	64,584.78	23.00	65,876.47	31.67	65,876.47
<b>After 6</b>	2%	22.77	65,224.23	31.36	65,224.23	23.00	65,876.47	31.67	65,876.47	23.46	67,194.00	32.30	67,194.00
<b>After 8</b>	4%	23.22	66,503.14	31.97	66,503.14	23.45	67,168.17	32.29	67,168.17	23.92	68,511.53	32.94	68,511.53
<b>After 10</b>	6%	23.67	67,782.05	32.59	67,782.05	23.90	68,459.87	32.91	68,459.87	24.38	69,829.06	33.57	69,829.06
<b>After 12</b>	8%	24.11	69,060.95	33.20	69,060.95	24.35	69,751.56	33.53	69,751.56	24.84	71,146.59	34.21	71,146.59
<b>After 14</b>	10%	24.56	70,339.86	33.82	70,339.86	24.81	71,043.26	34.16	71,043.26	25.30	72,464.12	34.84	72,464.12
<b>After 16</b>	12%	25.01	71,618.77	34.43	71,618.77	25.26	72,334.95	34.78	72,334.95	25.76	73,781.65	35.47	73,781.65
<b>After 20</b>	14%	25.45	72,897.67	35.05	72,897.67	25.71	73,626.65	35.40	73,626.65	26.22	75,099.18	36.11	75,099.18
<b>After 25</b>	16%	25.90	74,176.58	35.66	74,176.58	26.16	74,918.34	36.02	74,918.34	26.68	76,416.71	36.74	76,416.71

\* Firefighter Non-EMT rate is for employees who do not have EMT I certification. This salary is calculated by dividing Firefighter EMT I rate by 1.03.

**APPENDIX “B2” SALARIES Engineer**

Effective July 1, 2017 through and including June 30, 2020, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

<b>Engineer EMT I</b>		<b>7/1/17 - 6/30/18</b>				<b>7/1/18 - 6/30/19</b>				<b>7/1/19 - 6/30/20</b>			
		<b>24 Hour Day</b>		<b>40 Hour Week</b>		<b>24 Hour Day</b>		<b>40 Hour Week</b>		<b>24 Hour Day</b>		<b>40 Hour Week</b>	
		<b>Years</b>	<b>Longevity</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>
<b>Base</b>		23.69	67,839.71	32.62	67,839.71	24.16	69,196.50	33.27	69,196.50	24.89	71,272.40	34.27	71,272.40
<b>After 6</b>	2%	24.16	69,196.50	33.27	69,196.50	24.64	70,580.43	33.93	70,580.43	25.38	72,697.85	34.95	72,697.85
<b>After 8</b>	4%	24.63	70,553.30	33.92	70,553.30	25.13	71,964.36	34.60	71,964.36	25.88	74,123.30	35.64	74,123.30
<b>After 10</b>	6%	25.11	71,910.09	34.57	71,910.09	25.61	73,348.29	35.26	73,348.29	26.38	75,548.74	36.32	75,548.74
<b>After 12</b>	8%	25.58	73,266.89	35.22	73,266.89	26.09	74,732.22	35.93	74,732.22	26.88	76,974.19	37.01	76,974.19
<b>After 14</b>	10%	26.06	74,623.68	35.88	74,623.68	26.58	76,116.15	36.59	76,116.15	27.37	78,399.64	37.69	78,399.64
<b>After 16</b>	12%	26.53	75,980.48	36.53	75,980.48	27.06	77,500.09	37.26	77,500.09	27.87	79,825.09	38.38	79,825.09
<b>After 20</b>	14%	27.00	77,337.27	37.18	77,337.27	27.54	78,884.02	37.93	78,884.02	28.37	81,250.54	39.06	81,250.54
<b>After 25</b>	16%	27.48	78,694.06	37.83	78,694.06	28.03	80,267.95	38.59	80,267.95	28.87	82,675.98	39.75	82,675.98

<b>Engineer Non-EMT</b>		<b>7/1/17 - 6/30/18</b>				<b>7/1/18 - 6/30/19</b>				<b>7/1/19 - 6/30/20</b>			
		<b>24 Hour Day</b>		<b>40 Hour Week</b>		<b>24 Hour Day</b>		<b>40 Hour Week</b>		<b>24 Hour Day</b>		<b>40 Hour Week</b>	
		<b>Years</b>	<b>Longevity</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>
<b>Base</b>		23.00	65,863.80	31.67	65,863.80	23.46	67,181.07	32.30	67,181.07	24.16	69,196.50	33.27	69,196.50
<b>After 6</b>	2%	23.46	67,181.07	32.30	67,181.07	23.93	68,524.69	32.94	68,524.69	24.64	70,580.43	33.93	70,580.43
<b>After 8</b>	4%	23.92	68,498.35	32.93	68,498.35	24.40	69,868.32	33.59	69,868.32	25.13	71,964.36	34.60	71,964.36
<b>After 10</b>	6%	24.38	69,815.62	33.57	69,815.62	24.86	71,211.94	34.24	71,211.94	25.61	73,348.29	35.26	73,348.29
<b>After 12</b>	8%	24.84	71,132.90	34.20	71,132.90	25.33	72,555.56	34.88	72,555.56	26.09	74,732.22	35.93	74,732.22
<b>After 14</b>	10%	25.30	72,450.18	34.83	72,450.18	25.80	73,899.18	35.53	73,899.18	26.58	76,116.15	36.59	76,116.15
<b>After 16</b>	12%	25.76	73,767.45	35.47	73,767.45	26.27	75,242.80	36.17	75,242.80	27.06	77,500.09	37.26	77,500.09
<b>After 20</b>	14%	26.22	75,084.73	36.10	75,084.73	26.74	76,586.42	36.82	76,586.42	27.54	78,884.02	37.93	78,884.02
<b>After 25</b>	16%	26.68	76,402.00	36.73	76,402.00	27.21	77,930.04	37.47	77,930.04	28.03	80,267.95	38.59	80,267.95

\* Engineer Non-EMT rate is for employees who do not have current EMT I certification. This rate is calculated by dividing Engineer EMT I rate by 1.03.

**APPENDIX "B3" SALARIES Lieutenant**

Effective July 1, 2017 through and including June 30, 2020, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

Lieutenant EMT I		7/1/17 - 6/30/18				7/1/18 - 6/30/19				7/1/19 - 6/30/20			
		24 Hour Day		40 Hour Week		24 Hour Day		40 Hour Week		24 Hour Day		40 Hour Week	
Years	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
<b>Base</b>		25.52	73,082.26	35.14	73,082.26	26.03	74,543.90	35.84	74,543.90	26.81	76,780.22	36.91	76,780.22
After 6	2%	26.03	74,543.90	35.84	74,543.90	26.55	76,034.78	36.56	76,034.78	27.34	78,315.82	37.65	78,315.82
After 8	4%	26.54	76,005.55	36.54	76,005.55	27.07	77,525.66	37.27	77,525.66	27.88	79,851.43	38.39	79,851.43
After 10	6%	27.05	77,467.19	37.24	77,467.19	27.59	79,016.54	37.99	79,016.54	28.42	81,387.03	39.13	81,387.03
After 12	8%	27.56	78,928.84	37.95	78,928.84	28.11	80,507.41	38.71	80,507.41	28.95	82,922.64	39.87	82,922.64
After 14	10%	28.07	80,390.48	38.65	80,390.48	28.63	81,998.29	39.42	81,998.29	29.49	84,458.24	40.60	84,458.24
After 16	12%	28.58	81,852.13	39.35	81,852.13	29.15	83,489.17	40.14	83,489.17	30.03	85,993.85	41.34	85,993.85
After 20	14%	29.09	83,313.77	40.05	83,313.77	29.67	84,980.05	40.86	84,980.05	30.56	87,529.45	42.08	87,529.45
After 25	16%	29.60	84,775.42	40.76	84,775.42	30.19	86,470.93	41.57	86,470.93	31.10	89,065.05	42.82	89,065.05
<b>Lieutenant Non-EMT</b>		7/1/17 - 6/30/18				7/1/18 - 6/30/19				7/1/19 - 6/30/20			
		24 Hour Day		40 Hour Week		24 Hour Day		40 Hour Week		24 Hour Day		40 Hour Week	
Years	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
<b>Base</b>		24.77	70,953.65	34.11	70,953.65	25.27	72,372.72	34.79	72,372.72	26.03	74,543.90	35.84	74,543.90
After 6	2%	25.27	72,372.72	34.79	72,372.72	25.78	73,820.17	35.49	73,820.17	26.55	76,034.78	36.56	76,034.78
After 8	4%	25.77	73,791.79	35.48	73,791.79	26.28	75,267.63	36.19	75,267.63	27.07	77,525.66	37.27	77,525.66
After 10	6%	26.26	75,210.87	36.16	75,210.87	26.79	76,715.08	36.88	76,715.08	27.59	79,016.54	37.99	79,016.54
After 12	8%	26.76	76,629.94	36.84	76,629.94	27.29	78,162.54	37.58	78,162.54	28.11	80,507.41	38.71	80,507.41
After 14	10%	27.25	78,049.01	37.52	78,049.01	27.80	79,609.99	38.27	79,609.99	28.63	81,998.29	39.42	81,998.29
After 16	12%	27.75	79,468.08	38.21	79,468.08	28.30	81,057.45	38.97	81,057.45	29.15	83,489.17	40.14	83,489.17
After 20	14%	28.24	80,887.16	38.89	80,887.16	28.81	82,504.90	39.67	82,504.90	29.67	84,980.05	40.86	84,980.05
After 25	16%	28.74	82,306.23	39.57	82,306.23	29.31	83,952.36	40.36	83,952.36	30.19	86,470.93	41.57	86,470.93
<b>Lieutenant Non-EMT rate is for employees who do not have current EMT I certification. This rate is calculated by dividing Lieutenant EMT I rate by 1.03.</b>													

**APPENDIX "B4" SALARIES Captain**

Effective July 1, 2017 through and including June 30, 2020, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

Captain EMT I		7/1/17 - 6/30/18				7/1/18 - 6/30/19				7/1/19 - 6/30/20				
		24 Hour Day		40 Hour Week		24 Hour Day		40 Hour Week		24 Hour Day		40 Hour Week		
		Years	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	
	<b>Base</b>		27.05	77,467.07	37.24	77,467.07	27.59	79,016.41	37.99	79,016.41	28.42	81,386.90	39.13	81,386.90
	<b>After 6</b>	2%	27.59	79,016.41	37.99	79,016.41	28.14	80,596.74	38.75	80,596.74	28.99	83,014.64	39.91	83,014.64
	<b>After 8</b>	4%	28.13	80,565.75	38.73	80,565.75	28.69	82,177.07	39.51	82,177.07	29.55	84,642.38	40.69	84,642.38
	<b>After 10</b>	6%	28.67	82,115.09	39.48	82,115.09	29.24	83,757.40	40.27	83,757.40	30.12	86,270.12	41.48	86,270.12
	<b>After 12</b>	8%	29.21	83,664.44	40.22	83,664.44	29.80	85,337.73	41.03	85,337.73	30.69	87,897.86	42.26	87,897.86
	<b>After 14</b>	10%	29.75	85,213.78	40.97	85,213.78	30.35	86,918.05	41.79	86,918.05	31.26	89,525.59	43.04	89,525.59
	<b>After 16</b>	12%	30.29	86,763.12	41.71	86,763.12	30.90	88,498.38	42.55	88,498.38	31.83	91,153.33	43.82	91,153.33
	<b>After 20</b>	14%	30.84	88,312.46	42.46	88,312.46	31.45	90,078.71	43.31	90,078.71	32.40	92,781.07	44.61	92,781.07
	<b>After 25</b>	16%	31.38	89,861.80	43.20	89,861.80	32.00	91,659.04	44.07	91,659.04	32.96	94,408.81	45.39	94,408.81
<b>Captain Non-EMT</b>			<b>7/1/17 - 6/30/18</b>				<b>7/1/18 - 6/30/19</b>				<b>7/1/19 - 6/30/20</b>			
			<b>24 Hour Day</b>		<b>40 Hour Week</b>		<b>24 Hour Day</b>		<b>40 Hour Week</b>		<b>24 Hour Day</b>		<b>40 Hour Week</b>	
<b>Years</b>	<b>Longevity</b>		<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>
	<b>Base</b>		26.26	75,210.75	36.16	75,210.75	26.79	76,714.96	36.88	76,714.96	27.59	79,016.41	37.99	79,016.41
	<b>After 6</b>	2%	26.79	76,714.96	36.88	76,714.96	27.32	78,249.26	37.62	78,249.26	28.14	80,596.74	38.75	80,596.74
	<b>After 8</b>	4%	27.31	78,219.18	37.61	78,219.18	27.86	79,783.56	38.36	79,783.56	28.69	82,177.07	39.51	82,177.07
	<b>After 10</b>	6%	27.84	79,723.39	38.33	79,723.39	28.39	81,317.86	39.10	81,317.86	29.24	83,757.40	40.27	83,757.40
	<b>After 12</b>	8%	28.36	81,227.61	39.05	81,227.61	28.93	82,852.16	39.83	82,852.16	29.80	85,337.73	41.03	85,337.73
	<b>After 14</b>	10%	28.89	82,731.82	39.77	82,731.82	29.46	84,386.46	40.57	84,386.46	30.35	86,918.05	41.79	86,918.05
	<b>After 16</b>	12%	29.41	84,236.04	40.50	84,236.04	30.00	85,920.76	41.31	85,920.76	30.90	88,498.38	42.55	88,498.38
	<b>After 20</b>	14%	29.94	85,740.25	41.22	85,740.25	30.54	87,455.06	42.05	87,455.06	31.45	90,078.71	43.31	90,078.71
	<b>After 25</b>	16%	30.46	87,244.47	41.94	87,244.47	31.07	88,989.36	42.78	88,989.36	32.00	91,659.04	44.07	91,659.04

**Captain Non-EMT rate is for employees who do not have current EMT I certification. This rate is calculated by dividing Captain EMT I rate by 1.03.**

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APPENDIX "C" LONGEVITY

The total maximum annual salary of all employees covered by this Agreement from 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 sixteen years	Twelve percent
After twenty years	Fourteen percent
After twenty-five years	Sixteen percent

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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:

Effective July 1, 2007, and annually thereafter, the City shall provide an educational incentive bonus to non-probationary employees for successful completion of the following degrees at accredited institutions of higher education:

Associate's in Fire Science and/or Paramedic: 1.25% of Base Firefighter/EMT-I Pay (minimum 60 hours)

Bachelor's degree\*: 2.5% of Base Firefighter/EMT-I Pay (minimum of 120 hours)

\*The City of Urbana will recognize and award an educational incentive bonus for the following bachelor's or master's degrees: Fire Administration, Business Administration, or Public Administration.

Certification of credit hours and transcript demonstrating successful completion of a recognized degree 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.

To receive the Educational Incentive Payout as provided in Appendix "D" of this contract, the member must make the following available to Fire/City administration to show proof of their respective degree:

Copy of diploma from accredited university or college

Copy of transcripts from accredited university or college

Copy of course descriptions for acquired degree from accredited university or college.

The transcripts shall document the sixty (60) hours for an associate's degree and one hundred and twenty (120) hours for bachelor's degree.

Accreditation is a voluntary, independent review of educational programs to determine that the education provided is of uniform and sound quality. Being awarded accreditation ensures that an institution has been evaluated and that it met set standards of quality determined by the organization granting the accreditation. The City of Urbana accepts accreditation from those agencies recognized by the Council for Higher Education Accreditation (CHEA), the U.S. Department of Education (USDE), or the U.S. Fire Administration.

The City recognizes that advanced technology now offers employees a convenient option to pursue continuing education in the form of on-line degrees. However, many programs are primarily intended to bolster self-confidence and self-esteem, and focus less on academics. Many online colleges do report some form of accreditation but the accreditation is neither recognized nor accepted by any of the regionally or nationally accepted groups. The students may never need to actually take a class due to job or life experience. Sometimes students only need to take two or three classes with the majority of the requirements fulfilled by job and life experience. These schools do not meet the intent of the City's Educational Incentive

program.

Online degree programs may be considered by the City's Educational Incentive program if they are accredited according to the same standards, criteria and organizations as apply to traditional higher education institutions as outlined in Appendix "D."

Payment of the educational bonus will be made on an annual basis upon proper certification and the approval of the Fire Chief or his/her designee. The educational incentive bonus shall not be considered as a part of an employee's base hourly or annual salary. The Educational Incentive Bonus will be included in overtime rate computations. Educational incentive pay for associate's and bachelor's degrees earned are mutually exclusive of one another and may not be combined. If a member had been receiving the Educational Incentive Payout from the 2004-2007 contracts, his/her payout time of year will be the same under the 2007-2010 contract and its successors.

Effective July 1, 2007, those existing employees who are currently receiving educational incentive pay for hours not meeting an associate's or bachelor's degree standards shall still continue receiving educational incentive pay at the previously agreed-to rate below. Educational pay shall increase for those employees only upon successfully completing an associate's or bachelor's degree per the above standards.

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



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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.

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APPENDIX "F" PROMOTIONS

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 calendar days (including holidays and weekends) 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.

“Fire Officer Bonus Points System” shall be conducted as outlined in Section 50. These points are above and beyond the possible 100 points of the promotional examinations and shall be added to the candidate’s score. A maximum of five (5) bonus points will be given.

#### Types of certifications

Types of Certifications as outlined by the Illinois Office of the State Fire Marshal:

Considered to be equivalent:

Basic Operations Firefighter

Firefighter II (FFII)

Considered to be equivalent:

Firefighter III (FFIII)

Advanced Technician Firefighter

Considered to be equivalent:

Company Fire Officer (CoFO)

Fire Officer I (FOI)

Considered to be equivalent:

Advanced Fire Officer (AFO)

Fire Officer II (FOII)

Each component of the promotional test shall be scored on a scale of 100 points unless otherwise noted. 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 and departmental points, shall be added to produce a combined score based on a scale of 100 points, as set forth in

Section 30(b).

The City will not arbitrarily deny educational classes.

In the case of a tie between candidates on a promotional exam's final adjusted promotion list, the following criteria will be used to break tie scores between candidates on the respective lists:

- 1) 1<sup>st</sup> Tiebreaker – Better Assessment Center Score will be rated ahead.
- 2) 2<sup>nd</sup> Tiebreaker – Better Written Test Score will be rated ahead.
- 3) 3<sup>rd</sup> Tiebreaker – Promotional Bonus Points Score will be rated ahead.
- 4) 4<sup>th</sup> Tiebreaker – Better Department Seniority will be rated ahead.

The tiebreaker levels will be used sequentially until a clear separation of scores can be determined.

§ 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 three (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 for the duration of this contract shall be published at least six (6) months 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 the following eligibility requirements:
    - (a) Must be currently employed by the Urbana Fire Department.
    - (b) Must meet eligibility requirements by the closing time and date of testing signup.
    - (c) Must complete the entire testing process to be included on the preliminary promotion list.

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Engineer

Qualifications:

- (A) Five (5) completed years of service with Urbana Fire Department
- (B) Successful completion class certificate of Fire Apparatus Engineer (FAE) and Fire Service Vehicle Operator (FSVO) either from the Illinois Fire Service Institute (IFSI) or accredited class that meets the standards of the Office of the State Fire Marshal (OSFM). Certification for the Firefighter III/Advanced Firefighter must be from the Office of the State Fire Marshal (OSFM).
  1. UFD Training Officer will update, maintain and make available the Firefighter III/Advanced Technician Firefighter training including all associated classes to obtain the certification.
  2. FAE class certificate will be accepted from an accredited agency or educational institution as long as the objectives of the class meet the requirements of the Illinois Office of the State Fire Marshal (OSFM) For the FF III/Advance Firefighter certification, he/she must provide an official copy of transcripts to the Fire Chief or his/her designee for approval prior to the close of the testing sign up to be eligible to access the five (5) bonus points.
  3. Any Firefighter may test for Engineer without losing their position on the Lieutenants' promotional list.
  4. Beginning September 2014 and thereafter, candidates will test from the Firefighter's position provided they meet the minimum requirements.
  5. Engineers shall not be denied the ability to attend FO I or CoFO classes, in accordance with Section 15.4 of this agreement.

## Lieutenant

### Qualifications:

(A) Seven (7) completed years of service with Urbana Fire Department.

1. If the selected candidate has not successfully completed Firefighter III/Advanced Technician Firefighter certification prior to their promotion to Lieutenant, the candidate will have one (1) year to complete the FFIII/Advanced Firefighter certification following Engineer Qualifications:
2. If the selected candidate has not successfully completed Fire Officer I prior to the promotion to Lieutenant, the City will put them through the classes necessary after the promotion.
3. The Lieutenant must be provisionally certified as an Illinois Fire Officer I within one (1) year of promotion depending on local class availability.
4. Employees testing for the position of Lieutenant will only be those whom currently hold the rank of Engineer and meet the minimum requirements.
5. When ten (10) or fewer Engineers have signed up for the Lieutenants promotional exam, after the closing of the list, the firefighters in rank order on the Engineer's eligibility list holding the minimum Lieutenant qualifications, may sign up to test for the Lieutenants exam, thus establishing ten (10) employees on the Lieutenants promotional exam list. The eligible Firefighters will be given seven (7) calendar days following the original close of the Lieutenants exam to sign up.

In the case that there are still fewer than ten (10) employees signed up for the Lieutenants exam, Firefighters, in order of seniority holding the minimum Lieutenant testing qualifications, may sign up to test to establish a total of ten (10) employees on the sign-up list. The eligible Firefighters will be given seven (7) additional calendar days following the original close of the Lieutenants exam to sign up.

6. The requirements set forth in this provision will sunset at the expiration of any Lieutenant's eligibility list that was established prior to July 1, 2020.

(B) The following qualifications will be effective July 1, 2020:

1. Seven (7) completed years of service with Urbana Fire Department.
2. The Lieutenant must be certified by the Illinois OSFM as a Fire Officer I or Company Fire Officer within one (1) year of the date of their promotion.
3. Employees testing for the position of Lieutenant will only be those whom currently hold the rank of Engineer and meet the minimum requirements.
4. Employees must be Illinois OSFM certified Fire Officer I, or Company Fire Officer, or have completed Advanced Firefighter, Instructor I, and CoFO phase II and passed the OSFM written exam to be eligible for promotion.
  - a. Employees that do not meet the above requirement will remain in their current position on the promotional list, but they will be passed over to the next highest ranking individual on the eligibility list that meets this requirement.
  - b. Employees who have been promoted to Lieutenant who met the above requirement, but have not obtained CoFO certification must complete phase III within 1 year of the date of their promotion to obtain certification.
5. When ten (10) or fewer Engineers have signed up for the Lieutenants

promotional exam, after the closing of the list, the firefighters in rank order on the Engineer's eligibility list holding the minimum Lieutenant qualifications, may sign up to test for the Lieutenants exam, thus establishing ten (10) employees on the Lieutenants promotional exam list. The eligible Firefighters will be given seven (7) calendar days following the original close of the Lieutenants exam to sign up.

In the case that there are still fewer than ten (10) employees signed up for the Lieutenants exam, Firefighters, in order of seniority holding the minimum Lieutenant testing qualifications, may sign up to test to establish a total of ten (10) employees on the sign-up list. The eligible Firefighters will be given seven (7) additional calendar days following the original close of the Lieutenants exam to sign up.

6. Lieutenants shall not be denied the ability to attend FO II or AFO classes, in accordance with Section 15.4 of this agreement.

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Captain

Qualifications:

(A) Ten (10) completed years of service with Urbana Fire Department

(B) Three (3) of those years must be spent in the grade of Lieutenant with Urbana Fire Department.

1. If the employee has not successfully completed Fire Officer II prior to the promotion to Captain, the city will put them through the classes necessary after the promotion.
2. The candidate must be certified as an Illinois Fire Officer II within one (1) year of appointment dependent on local class availability.
3. The requirements set forth in this provision will sunset at the expiration of any Captain's eligibility list that was established prior to July 1, 2020.

(C) The following qualifications will be effective July 1, 2020:

1. Ten (10) completed years of service with Urbana Fire Department.
2. Three (3) of those years must be spent in the grade of Lieutenant with Urbana Fire Department.
3. The Captain must be certified by the Illinois OSFM as a Fire Officer II or Advanced Fire Officer within one (1) year of the date of their promotion.
4. Employees testing for the position of Captain will only be those whom currently hold the rank of Lieutenant and meet the minimum requirements.
5. Employees must be Illinois OSFM certified Fire Officer II, or Advanced Fire Officer, or have completed Instructor II, Incident Safety Officer, and AFO phase II and passed the OSFM written exam to be eligible for promotion.
  - a. Employees that do not meet the above requirement will remain in their current position on the promotional list, but they will be passed over to the next highest ranking individual on the eligibility list that meets this requirement.
  - b. Employees who have been promoted to Captain who met the above requirement, but have not obtained AFO certification must complete phase



III within 1 year of the date of their promotion to obtain certification.

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Fire Marshal

Qualifications:

Both the City and Local #1147 understand and acknowledge that the position of Fire Marshal is not subject to this agreement, except that the members of the Urbana Fire Department shall be interviewed and considered before the City may fill this vacancy with candidates from outside the Urbana Fire Department.

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Division Chief

Qualifications:

Both the City and Local #1147 understand and acknowledge that the position of Division Chief of Emergency Services is not subject to this agreement, except that the individual shall be selected only from current members of the Urbana Fire Department and must be serving or had previously served as a Lieutenant or a Captain on an Engine or Truck company for three (3) or more years.

In the event that no internal candidates meeting the published minimum qualifications for Division Chief of Emergency Services have placed their name on the official sign-up sheet posting by the end of the sign-up period, the City may elect to fill the position with a candidate from outside of the Urbana Fire Department that meets the same published minimum qualifications including a minimum of three (3) years of service as a Lieutenant or a Captain on an Engine or Truck company at a career department of comparable size and call volume or greater.

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§ 19. Accessibility

(a) 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.

(b) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion with the exception of Division Chief of Emergency Services and Fire Marshal. All examinations for promotion shall be competitive among the members who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ an outside testing agency to administer promotion examinations, as long as they are job-related and comply with the requirements of this Act.

The City and Union may select a bona fide testing agency that will administer a written test and assessment center that the agency has written and has been validated.

§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. The preliminary promotion list shall indicate the date of its initial posting and the date on which the application for Veterans' preference is due in accordance with Section 55.

- (b) In terms of the Engineers', Lieutenants' and Captains' positions, a combination of factors shall determine a person's position on the respective eligibility list. These factors include the following: (i) the candidate's score on the written examination for that rank determined in accordance with Sections 30(b) and 35; (ii) the candidate's seniority within the department, determined in accordance with Sections 30(b) and 40; (iii) the person's score on the assessment center, determined in accordance with Sections 30(b) and 50, and Engineers Bonus Points and Fire Officer bonus points system 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 calendar days (including holidays and weekends) 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. The Final Adjusted Promotion List shall indicate the date of its initial posting and its expiration date in accordance with Section 20(g). Promotions shall only be made from the Final Adjusted Promotion list.

The Final Adjusted Promotion List shall be posted by 1700 hours on the business day following the date on which the application for Veterans' preference is due.

The City and the Union agree that the Final Adjusted Promotion list is effective at 0700 hours on the date of its posting and it expires at 0659 hours on its expiration date.

- (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.

A candidate may not refuse a promotion. Any candidate who refuses a promotion 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 Engineer, Lieutenant, or Captain 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.

All Engineers and Lieutenants promoted after the effective date of this agreement shall not be eligible for temporary upgrade assignments to the next higher rank, or ranks, unless the Employee has completed the required certification for their rank and their six (6) month probationary period. The only exception to this shall be in cases where it is necessary to ensure that the proper work flow, lower ranked employees working under higher ranked employees, exists.

(g) All final adjusted promotion list shall remain valid and unaltered for a period of three (3) years after the date of the initial posting of the Final Adjusted Promotion List. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotional 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 and 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 two (2) additional impartial observers.
  - (ii) Proctors. The City shall select the proctors. Proctors may be members of the City's Human Resources division, a qualified and impartial designee, or a representative of an outside testing agency.
  - (iii) Relationship. Proctors and observers shall not be related by blood, marriage, or other family relationship to any member of the Urbana Fire Department or City of Urbana employee.
  - (iv) Selection of evaluators for Lieutenants and Captains Assessment Center. The evaluators for the Assessment Center shall consist of full time career or retired 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.
  - (v) Selection of evaluators for Engineer's Assessment Center. The evaluators for the Assessment Center shall consist of full time career or retired full time career fire officers. Evaluators shall be selected from outside the Urbana and Champaign Fire Departments. Evaluators shall be at least the rank of the position to be filled.

Prior to final selection of the evaluators for the Assessment Center, the City shall tender a list of names of the evaluators to the President of the Union. 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,
  - (ii) 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 Human Resources 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.
  - (iii) 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.

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 will include the following components: assessment centers, written examinations, seniority points and Engineer Bonus Points/Fire Officer Bonus Points System.

(b) The components shall be administered as provided in Sections 30, 35, 40, and 50. 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.

(c) Promotional Criteria

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

- (i) Seniority points
- (ii) Assessment Center
- (iii) Written Examination
- (iv) Engineers Bonus Points

The following criteria shall be used to establish promotional lists for Lieutenants and Captains:

- (i) Seniority Points
- (ii) Assessment Center
- (iii) Written Examination
- (iv) Fire Officer Bonus Points System

(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 with Urbana Fire Department. 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) Engineers Bonus Points/Fire Officer Bonus Points. Engineers Bonus Points/Fire Officer Bonus points shall be conducted as outlined in Section 50. These points are above and beyond the possible 100 points of the promotional examinations and shall be added to the candidate's score.

(6) 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.

(v) Engineers Bonus/Fire Officer Bonus points shall then be added to produce the scores used to create the preliminary promotional list.

(7) Posting. Applicants for promotion shall be advised of their individual scores after 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, 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.

- (1) Every examinee shall have the right 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
  - (2) 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 two (2) written examinations or for a period of five (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 Urbana Fire Department and shall be calculated as of the date of the written examination.
- (1) 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.
  - (2) Seniority points will be calculated at the rate of one-quarter (1/4) point for every complete year of service with Urbana Fire Department. 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.
- (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.



§ 50. Subjective evaluation.

- (a) The methods used for subjective evaluations for Lieutenants and Captains will be employee assessment centers and Engineers Bonus/Fire Officer Bonus Points.
- (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 unless otherwise specified in the contract language regarding that subjective method.
- (d) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is completed.
- (e) For the Engineers', Lieutenants' and Captains' assessment centers, a minimum of four (4) assessment stations shall be required. All assessment stations must have the same evaluators present for all days of the assessment center at the same assessment stations.
- (f) If the City utilizes an in-house assessment center and the assessment center requires the use of a computer and software programs, a qualified proctor(s), who will be approved by both parties, will be in attendance to monitor the computer and software. If an outside agency is used for the assessment center, they must provide a qualified proctor(s) for these situations.
- (g) A back-up computer and software programs will be readily available on-site should any technical performance issues arise during the testing process.
- (h) If the testing participant is required to use a computer and software as part of the assessment center, he/she will use it under the testing parameters provided until they are completed with the station or their allotted time runs out.
- (i) If problems with the computer or software occur, the proctor will examine the problem to determine if it is user error or a computer/software issue.

During this time, the qualified proctor will stop the clock, if this is a timed event, to determine the problem. If a technical issue exists, the proctor will make a good-faith effort to remedy the matter. If it is user error, the clock will re-start and the user will finish the event in the time that remains. If user error is determined to be the cause of the problem, the proctor will confirm this with the participant; however, the proctor will not give advice or assist the candidate in any way.

- (j) Once the assessment center process has begun, no part of the planned testing centers may be altered or deleted from the assessment center process.
- (k) Engineer Bonus Points

Five (5) bonus points will be awarded to each candidate having the FFIII/Advanced Technician Firefighter Certification from the Office of the State Fire Marshal (OSFM).

(1) Fire Officer Bonus Points

1. Lieutenants

- a) One (1) bonus point will be awarded for each completed Fire Office I class; Management I, Management II, Tactics and Strategy I, Fire Prevention Principles, and/or Instructor I.
- b) A maximum of five (5) bonus points will be allowed.
- c) An Engineer testing for Lieutenant having any Fire Officer I class must have class certificate(s) from an accredited agency or educational institution, and must provide an official copy of transcripts to the Fire Chief or his/her designee for approval prior to the close of the testing sign-up to be eligible for the bonus points.

The following will be effective July 1, 2020:

- a) Five (5) bonus points will be awarded for Illinois OSFM Fire Officer I or Company Fire Officer certification.
- b) One (1) bonus point will be awarded for each of the following OSFM certifications: Instructor I, and/or Firefighter III/Advanced Firefighter.
- c) Two (2) bonus points will be awarded for completion of CoFO phase II and passage of the OSFM written exam.
- d) A maximum of five (5) bonus points will be allowed.
- e) An Engineer or Firefighter testing for a Lieutenant must present the OSFM certificate, or provide official documentation from an accredited agency or educational institution indicating the completion of CoFO Phase II and passage of the OSFM written exam to the Fire Chief or his/her designee for approval prior to the close of the testing sign-up to be eligible for the bonus points.

2. Captains

- a) One point two five (1.25) points will be awarded for each Fire officer II Class: Management III, Management IV, Tactics and Strategy II and Instructor II
- b) A maximum of five (5) bonus points will be allowed.
- c) If a Lieutenant testing for Captain has completed any Fire Officer II classes from an accredited agency or educational institution, he/she must provide an official copy of transcripts to the Fire Chief or his/her designee for approval prior to the close of the testing sign up to be eligible for the bonus points.

The following will be effective July 1, 2020:

- a) Five (5) bonus points will be awarded for Illinois OSFM Fire Officer II, or Advanced Fire Officer certification.
- b) One (1) bonus point will be awarded for each of the following OSFM certifications: Instructor II, and/or Incident Safety Officer.
- c) Two (2) bonus points will be awarded for completion of AFO phase II and passage of the OSFM written exam.
- d) A maximum of five (5) bonus points will be allowed.
- e) An Lieutenant testing for Captain must present the OSFM certificate, or provide official documentation from an accredited agency or educational institution indicating the completion of Phase II and passage of the OSFM written exam to the Fire Chief or his/her designee for approval prior to the

close of the testing sign-up to be eligible for the bonus points.

§ 55. Veterans' Preference.

(a) 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 calendar days (including holidays and weekends) 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 applicants total score on the Preliminary Promotion List. Any person who has received a promotion from a promotion list on which his/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.

(a) 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 answer 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 for the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

## APPENDIX "G" INSURANCE COMMITTEE AGREEMENT

### **Joint Labor-Management Insured Benefit Committee Agreement**

#### **I. Introduction**

The parties to this Agreement have agreed to participate in negotiations as members of the Joint Labor/ Management Insurance Committee (the "Committee") for the purposes of negotiating the plan provisions and funding of the City's medical, dental, and vision insurance plans ("insured benefits"). The parties understand and agree that Committee participation represents the most effective means to develop and implement cost containment approaches for the management of the City's insured benefits, while providing quality benefits to employees and their covered dependents.

The City and each signatory Union agree to the format for funding and negotiating plan provisions to meet the budgetary constraints imposed by anticipated costs associated with providing insured benefits to both represented and unrepresented, benefits-eligible City employees. The Committee, comprised of the City's employees represented by an exclusive representative, the City's unrepresented employees, and the City's administrative staff, agrees to develop, maintain, and make periodic changes to the City's insured benefit plan(s) in a collaborative fashion as outlined under this Agreement.

Having bargained in good faith, the signatory parties agree as follows:

#### **II. General Terms**

A. Scope of Agreement: This Agreement shall apply to all unrepresented City employees and all employees whose exclusive bargaining representative is a signatory to this Agreement.

#### B. Insured Benefits Upon Adoption of Agreement:

1. Each of the Parties agrees to the terms and conditions of the insured benefits outlined in Exhibit 1, *attached hereto*. Exhibit 1 reflects all current insured benefits. This agreement supersedes any conflicting provisions of any collective bargaining agreement between any of the signatory unions and the City.
2. The insured benefits set forth in Exhibit 1 will continue unless and until the Committee modifies the insured benefit plan(s) under the procedures in this Agreement. Notwithstanding the terms of this Agreement, any provision of any insured benefit plan that is prohibited, subject to mandatory modification, or otherwise subject to revision as a matter of law, all necessary revisions to the insured benefit plans shall be made as required by applicable law.
3. The provisions of the insured benefits outlined in Exhibit 1 may be modified upon a two thirds (2/3) vote of the total number of members of the Committee and approval by the City and, if necessary (i.e., budget and/ or contract approval), by the City Council. Each party shall have the right to discuss all proposed changes with its respective constituent members and seek their input prior to any final vote.

C. Scope of Each Signatory Party's Authority: Each party has the full authority of its governing board, membership, local union, international union, and or whatever group or subgroup within its structure that would have the ultimate authority to enter into this Agreement. Each of the signatory parties represents and warrants to each other as an inducement to enter into this Agreement that it has such

authority and that it intends to and does bind itself and each of its members to the terms of the Agreement.

1. For the term of this Agreement, this Committee shall be the exclusive forum for dealing with non-work related health care issues arising under or relating to the insured benefit plans including, but not limited to:

- a. Health plan design and benefit levels;
- b. Deductibles;
- c. Co-pays and out-of-pocket costs;
- d. Premium levels;
- e. Premium sharing;
- f. Participant eligibility and general coverage.

2. Until dissolved, this Committee shall serve as the sole and exclusive venue for the City and each signatory union to collectively bargain insured employee medical benefits. Any disputes regarding the benefit programs negotiated through this Committee shall be subject to the dispute resolution process provided for herein.

**D. Scope of Committee's Authority:** The Committee, at least sixty (60) days in advance of the annual insured benefits enrollment deadline, shall:

1. Investigate, analyze, develop, and thereafter, make a formal recommendation to the City regarding the procurement and administration of fiscally responsible insured benefit plan(s);
2. Facilitate the development of educational programs and participant communication regarding the City's insured benefit plans and any changes applied upon annual renewal; and
3. Investigate, analyze, develop, and thereafter, make a formal recommendation to the City regarding other initiatives intended to incentivize insured benefit plan participants to live healthier lifestyles and to choose healthcare options that are more effective and produce better results (e.g., wellness programs/initiatives, process changes, plan design changes, cost sharing changes, etc.). The parties agree that a strong program to promote wellness of insured benefit plan participants is important to both improve quality of life for plan participants and control the cost of providing insured benefits. The Committee agrees any recommendation will include a pro-active wellness program.

**E. Compliance with State, Federal, and Local Law:** It is agreed and understood that the City, being a unit of local government, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of units of local government including, but not limited to, requirements for bidding and contracting for the provision of goods and the rendition of services, compliance with equal employment opportunity and affirmative action requirements applicable to the City or any other party.

**F. Committee Composition:** The Committee shall be composed of eleven (11) regular and five (5) alternate members appointed by the parties as follows:

1. Each signatory Union shall each select two (2) regular Committee members and one (1) alternate as representatives of each Union;
2. The Benefit Coordinator, Human Resources Manager, and Assistant Human Resources

Manager shall constitute the three (3) regular members of the Committee and these individuals can select one (1) alternate representative if one of them is unable to attend; and

3. The City shall select two (2) non-union employees to serve as members of the Committee and one (1) alternate as representatives of the City's non-union employees.

4. The City's Human Resources Manager shall serve as the Committee's chair.

G. Term of Appointment: Committee members and alternates shall serve for a three (3) year term, unless replaced at the discretion of the appointing party. Recognizing the need for stability, each of the parties and participating groups agree, to the extent practicable, to maintain the same representatives and alternates for the term of this Agreement.

1. Recognizing the importance of the Committee's business, meeting attendance is mandatory. Committee members shall not be absent from more than two (2) scheduled meetings per calendar year, excluding emergencies. The City shall schedule such meetings during business hours and will pay overtime to others, if necessary, so that the regular members of the Committee can attend the scheduled meeting.

2. If it becomes necessary to permanently replace a designated representative, the affected party will notify the Committee's chair in writing as soon as practicable and not less than five (5) days prior to any regular Committee meeting.

H. Internal Governance: The Committee shall determine its own internal structure, including arrangements for subcommittees and chairpersonship of the Committee and any designated subcommittees. Both labor and management shall be represented by co-chairs and within the membership of all subcommittees.

I. Meetings: The Committee shall meet on a bi-monthly basis or more frequently as needs require. A special meeting of the Committee shall be called upon the demand of any three (3) of the regular members submitted in writing to the Committee's chairs.

1. Meetings shall be called with a minimum of five (5) working days written notice to the members.

2. A quorum for any meeting shall exist when all regular committee members are in attendance.

3. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the Committee who are employees and who are on duty or scheduled to work during the time of any Scheduled Committee meeting shall be granted time off with pay to attend Committee and subcommittee meetings, but shall provide his/her immediate supervisor with notice of his/her need to be absent from work at least forty-eight (48) hours in advance of each meeting.

J. Reports of Committee Business: The Committee's chairs shall report the activities of the Committee to the City on a monthly basis in either closed or open session, depending on the nature of the report.

*Recommendation to the City*: No later than the second Monday of September each year, the Committee's chairs shall present the Committee's recommendation to the City regarding the insured benefit plan or plans for adoption with respect to the ensuing insured benefit plan year.

1. If the City declines to adopt the Committee's recommendation, the City shall provide the Committee with a specific list of reasons why the plan or plans recommended by the Committee were not acceptable. Thereafter, the Committee shall meet to address the issues underlying the decision to decline to adopt the Committee's recommendation.
2. In the event that, after reasonable effort, the Committee is unable to reach agreement on recommended insured benefit plan(s), the Committee may be dissolved upon a majority of regular voting Committee members providing written notice of intent to withdraw from participation to the Committee's chairs.
  - a. If a less than a majority of Committee members seek to dissolve the Committee, the Committee shall continue to function in accordance with this Agreement.
  - b. In the event the Committee is dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the insured benefit plans in place at the time of dissolution shall remain unchanged.

**K. Resolution of Disputes Arising Under the Agreement:** The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them that cannot be resolved after good faith conciliation efforts, it shall be submitted to binding arbitration under the Illinois Uniform Arbitration Act. This dispute resolution procedure shall not be applicable to disputes arising from the decisions of the City regarding the adoption of the Committee's recommendation(s). Disputes relating to the operation of any insured benefit plan, any individual claims under an insured benefit plan, or any other disputes arising under any insured benefit plan shall continue to be resolved under the dispute resolution mechanisms provided under the terms of the plan (s) at issue. For the purpose of this Section the parties will be one (1) representative of the signatory Unions and a representative of the City.

1. To select an arbitrator, the parties to the dispute shall jointly request a statewide panel list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. In addition, each party shall receive the right to strike one entire list. Within thirty (30) days of receiving the panel list, the parties to the dispute shall use an alternating strike process until only one arbitrator's name remains. A coin toss shall be used to determine which party shall strike from the list first. The parties will then jointly notify the arbitrator regarding his or her selection. A hearing will be scheduled for a date, time, and location mutually agreeable to the parties.
2. The parties agree to attempt to arrive at a joint stipulation of facts and issues submitted to the arbitrator. The parties have the right to request that the arbitrator require the presence of witnesses and the production of reasonable and necessary documents under subpoena. City employees called to testify at the arbitration shall be released from work without loss of pay or benefits. All arbitration hearings shall be recorded by a stenographer and a copy of the stenographic transcript shall be provided to the parties and the arbitrator as soon as practicable after the hearing.
3. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.
4. The arbitrator's award shall be reduced to writing and circulated to the parties within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later.
5. Fees and expenses of the arbitrator and the stenographer shall be shared equally by the parties.



Each party shall be responsible for the cost of purchasing its own copy of the transcript, but shall share the cost of providing a copy of the transcript to the arbitrator.

L. Termination and Renewal: This Agreement shall remain in full force and effect for a period of three (3) years of the date of execution. This Agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves written notice of their wish to modify or terminate this Agreement on each other party not more than sixty (60) but not less than thirty (30) days prior to the expiration date.

1. In the event such notice is served, all parties to this Agreement agree to meet within sixty (60) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within one hundred and twenty (120) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach resolution of the dispute. If the parties fail to negotiate a successor to this Agreement with the assistance of a FMCS mediator, the parties may then pursue interest arbitration to resolve any matters upon which genuine impasse has been reached. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties.

2. If the Committee is ever dissolved, any union that is a signatory to this Agreement may demand to bargain over the issue of insured benefits. Until the outcome of such negotiations is determined and until any applicable impasse resolution procedure is complete, the insured benefits shall remain unchanged as of the date of the Committee's dissolution.