

This Ordinance:
— requires
X does not require
an amendment to the Code of Ordinances.

ORDINANCE NO. 2001-10-121

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH LOCAL #1147 OF THE INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS**

WHEREAS, the duly authorized representatives of the City of Urbana, Illinois and Local #1147 of the International Association of Fire Fighters have met for the purpose of negotiating in good faith a contract for the term beginning July 1, 2001 through June 30, 2004; and

WHEREAS, a written copy of such an agreement entitled "AGREEMENT BETWEEN THE CITY OF URBANA, ILLINOIS AND LOCAL #1147 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FOR THE TERM BEGINNING JULY 1, 2001 THROUGH JUNE 30, 2004" has been presented to and is now before this Council;

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

Section 1. That the Council hereby approves the City entering into an agreement with Local #1147 of the International Association of Fire Fighters for the term beginning July 1, 2001 through June 30, 2004.

Section 2. That the Mayor is hereby authorized to execute and deliver such an agreement on behalf of the City. The agreement shall be in substantially the form of the Agreement which is before this Council, a copy of which is attached hereto and incorporated herein. The City Clerk is authorized to attest to such execution thereof.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the

members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this ____ day of _____, 20____.

AYES:

NAYS:

ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ____ day of _____, 20____.

Tod Satterthwaite, Mayor

AGREEMENT

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

ARTICLE I RECOGNITION AND REPRESENTATION

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

Section 1.2 Non-Discrimination. (A) There shall be no discrimination, restraint, or coercion by the City or the Union for or against any employee because of membership or non-membership in the Union.

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

ARTICLE II DEDUCTION OF UNION DUES

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

Section 2.2 Fair Share. Any employee who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process contract administration and pursuing matters affecting

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

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

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

Section 2.4 Involuntary Deductions. In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the employer by the Treasurer of the Union and forward such sums to the Union by the fifteenth (15th) day of the month following the month in which such deductions are made.

Section 2.5 Objections on Religious Grounds. The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and

the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 2.6 Objections on Other Grounds. Any non-member making a fair share payment may object to the amount of his/her fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with any such objection shall process his/her objection in accordance with the procedure set forth in Appendix "E", attached hereto and made a part of this Agreement.

Section 2.7 Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE III MANAGEMENT RIGHTS

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

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

ARTICLE IV
NO STRIKE AND NO LOCKOUT

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

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

ARTICLE V
GRIEVANCE PROCEDURE

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

Section 5.2 Procedure.

Pre-grievance meeting:

Within five (5) business days of an alleged violation of the contract, or within five (5) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance and prior to initiating Step 1 by the filing of a grievance, the Union and the grievant shall meet with the Fire Chief or the Chief's designee to discuss the potential grievance. The discussion shall include the facts and events in the context of the specific contract provisions, and why the Union believes the challenged interpretation or application violates the contract.

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

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

Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Chief Administrative Officer or his/her designated representative on the same standard grievance form submitted in Step 1 within five (5) business days after the City's answer in Step 2. A meeting between the Chief Administrative Officer, or his/her representative and the Chief Union Representative shall be held at a time mutually agreeable to the parties. The Chief Administrative Officer or his/her representative shall give the City's written answer to the Union within ten (10) business days following the meeting.

Section 5.3 Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in step 3. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The request shall specify that the panel be composed only of arbitrators who are members of the National Academy of Arbitrators and who reside in Illinois, Wisconsin or Indiana. Either party may reject one panel in its entirety. Thereafter, both the City and the Union shall have the right to strike 3 names from the panel. The Union and the City shall alternatively strike names, the party losing a coin toss striking the first name, the other party striking a name, until one (1) name remains, and that person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a date and time for the hearing, subject to the availability of the City and the Union representatives. All arbitration hearings shall be held

in Urbana, Illinois.

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

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

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

Section 5.6 Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within five (5) business days after the pre-grievance meeting.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer.

If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in the Article shall mean the days Mondays through Fridays inclusively and excludes Saturdays, Sundays, and holidays on which the City Building is closed.

Section 5.7 Discharge and Disciplinary Grievances. The grievance and arbitration procedure of this Agreement is hereby declared to be the exclusive mechanism for a non-probationary employee to appeal a disciplinary action,

including dismissal, expressly supplanting any rights that an employee might otherwise have had under Urbana Civil Service Commission rules and regulations and/or 65 ILCS 5/10-1-1, et seq.

ARTICLE VI
HOURS OF WORK

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

Section 6.2 Normal Work Day and Work Schedule. For personnel in the Fire Department assigned to 24 hour duty shifts, the normal work day and work schedule shall be twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty.

For personnel in the Fire Department assigned to a schedule of five (5) consecutive workdays, the normal workday shall consist of eight (8) consecutive hours which may be interrupted by a lunch period; the normal workweek shall consist of forty (40) hours per week.

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

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

(B) FLSA Overtime. For twenty-four (24) hour shift employees the work cycle under Section 7(k) of the Fair Labor Standards Act shall consist of twenty-seven (27) consecutive days. Such employees shall be paid additional compensation of one-half (1/2) their regular hourly rate for hours actually worked in excess of 204 in their 27 day cycle. (Paid time off will not be considered hours worked for purposes of overtime eligibility.)

For forty (40) hour employees the work cycle under

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

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

Section 6.5 Compensatory Option. Subject to applicable Federal law, rules, and regulations, employees covered by this Agreement shall have the option of receiving overtime pay or compensatory time off. Compensatory time shall be accrued at the same rate as overtime pay and shall accumulate to a maximum of one hundred and sixty-eight (168) hours. Provided, it is expressly understood that the right to schedule compensatory time off is reserved by the Chief of the Fire Department or his/her designee in order to provide for the effective operation of the Department. Compensatory time may not be accrued for overtime that is part of the normal work cycle.

Section 6.6 Exchanging Tours of Duty. The Fire Chief or his/her designee may grant the request of any two (2) members of the Fire Department to exchange tours of duty or days off. The exchange shall not be arbitrarily denied.

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

ARTICLE VII SENIORITY

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

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

Section 7.3 Layoffs and Recalls. (A) In the event the

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

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

Section 7.4 Determination of Seniority for Same-Day Hires. In determining an employee's seniority, the applicable state law shall govern; provided, however, that if more than one (1) person is hired on the same day, each person shall receive seniority preference based upon the following criteria:

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

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

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

- (A) quits; or
- (B) is discharged; or
- (C) retires or is retired; or
- (D) is absent for three (3) consecutive days without notifying the City. Service broken under this section may be reestablished if the employee can show that extraordinary circumstances prevented his/her timely return; or

(E) is laid off and fails to report to work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of the three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or

(F) does not report for work at his/her scheduled time for his/her second scheduled duty day after the termination of an authorized leave of absence. Service broken under this section may be reestablished if the employee can show that extraordinary circumstances prevented his/her timely return.

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

ARTICLE VIII WAGES AND BENEFITS

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

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

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

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

(B) If the City elects to offer a temporary upgrade to the position of Company Officer on a shift, then the highest ranking Firefighter on the Company Officer's eligibility list established by the Civil Service Commission who is present at the time the upgrade begins and is regularly assigned to the shift shall be offered the assignment and, if no other

Firefighter has accepted the assignment under this Section, that Firefighter shall not have the right to refuse a temporary upgrade to the position of Company Officer on such shift. In the event that no Firefighter on the Company Officer's eligibility list is present and regularly assigned to the shift where the temporary upgrade is needed, the temporary upgrade assignment shall be offered to Firefighters who are present and regularly assigned to the shift in the order of their seniority, provided that any such Firefighter with a minimum of four (4) years seniority shall not have the option to refuse the assignment if no other Firefighter has accepted the assignment under this Section. Company Officers who are given upgrade assignments to Division Chief shall not have the right to refuse the assignment.

It is the intent of the parties that:

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

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

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

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

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

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

(C) Temporary upgrade pay shall be paid when an employee is assigned to work at a higher rank, commencing with the time his/her assignment to the higher rank is to begin and

continuing until such assignment is terminated. When a Firefighter is upgraded to Acting Company Officer, he/she shall be paid the difference between his/her annual base including longevity pay, and the annual base for Company Officer, including the same longevity pay. When a Company Officer is upgraded to Acting Division Chief, he/she will be paid the difference between the annual base for such Company Officer, including his longevity pay, and the starting minimum pay range established by the City for the position of Division Chief, excluding any longevity pay. Should the upgrading take place on a holiday covered by the Agreement, the upgraded Company Officer will receive holiday pay computed at his/her normal rate.

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

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

ARTICLE IX HOLIDAYS

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

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

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

ARTICLE X
VACATION

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

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

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

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

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

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

Section 10.3 Vacation Accumulation. Vacation shall not accumulate unless:

(A) It has been determined by the City that it would interfere with City operations to permit an employee to take his/her vacation within the normal twelve (12) month period; or

(B) A written request has been submitted to the Fire Chief citing circumstances and a desire by the employee to accumulate vacation time for a special purpose. Such reasonable requests shall be granted, if possible. The final determination, however, is exclusively reserved to the City. In no instance shall an employee accumulate in excess of three hundred and twelve (312) hours of vacation.

(C) Accumulated vacation shall be paid at the rate of pay in effect when the employee takes such vacation, unless such vacation is accumulated or deferred pursuant to subsection (b), in which event said vacation shall be paid at the rate of pay in effect when the employee became eligible for the vacation being accumulated or deferred.

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

Section 10.5 Vacation Rights in Case of Separation. Any employee who is separated from employment from the City for any reason other than for just cause shall be paid for any unused vacation and unused compensatory time at the time of separation. In the event of a death of an employee while in the employment of the City, the provisions of this section

shall be paid to the estate of the employee.

ARTICLE XI
LEAVES OF ABSENCE

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

Section 11.2 Sick Leave.

(A) General.

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

(B) Rate of Accumulation.

(1) 24-Hour Shift Schedule.

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

(2) 8-Hour Shift Schedule.

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

(3) Accumulation.

Sick leave may be accumulated with no maximum. Sick leave shall not be used or charged for any absence due to job related injuries. Any employee assigned to the 8-Hour shift schedule from a 24-Hour shift schedule will be credited with .714 times his/her accumulated sick leave as of that date. Any employee assigned to a 24-hour shift schedule from the 8-hour shift schedule shall be credited with 1.4 times his/her accumulated sick leave as of that date.

(C) Return from Sick Leave.

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

No employee who has been absent in accordance with this section for more than two (2) consecutive workdays if scheduled according to the 24-hour shift schedule or more than four (4) consecutive workdays if scheduled according to the 8-hour shift schedule shall return to work without first submitting to his/her supervisor a certificate obtained by the employee and signed by a reputable physician stating that the employee was sick on the days for which sick leave was used and that the employee was seen by the doctor and that the employee is able to return to work and perform the duties of his/her employment.

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

No employee who has been absent in accordance with this section for more than one (1) consecutive workday if assigned to the 24-hour shift schedule or more than three (3) consecutive workdays if assigned to the 8-hour shift schedule shall return to work without first submitting to his/her supervisor a certificate obtained by the employee and signed by a reputable physician stating that the employee was sick on the days for which sick leave was used and that the employee was seen by the doctor and that the employee is able to return to work and perform the duties of his/her employment.

(3) Any occurrence of Sick Leave Use.

For any occurrence of sick leave use, the City may require an employee to undertake a physical examination by a reputable physician at the City's expense to determine whether he/she is fit to

return to or continue work. If such physician determines that the employee cannot perform the work required, the employee may not continue or resume work but must, if eligible, take sick or injury leave. If the physician certifies that the employee is able to perform the duties of his/her employment, said certification shall constitute termination of any leave of absence for sickness or injury.

For any occurrence of absence in accordance with this section after the first three (3) occurrences of twelve (12) hours or more, during any twelve (12) month period, an employee may additionally be requested to obtain and present a physician's statement stating that the employee was seen by the physician during the time of absence and that the employee was sick and unable to perform the duties of his/her employment during that time. Absences occurring under this section for which no such physician's statement is presented when required shall be treated as an absence without leave, which is subject to Section 7.5 of this Agreement and/or other applicable rules and regulations for the City.

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

(E) Payment for Sick Leave.

- (1) Any employee covered by this Agreement who has completed twenty (20) years of service with the Urbana Fire Department or who has retired as a result of a disability, shall upon retirement or resignation from the department receive payment for accumulated sick leave in an amount equal to twenty percent (20%) of the accrual, such payment to be made on the basis of the employee's hourly rate of pay at the time of such honorable separation. In the event of a death of an employee while in the employment of the City, the provisions of this section shall be paid to his/her estate.
- (2) Each employee with a minimum sick leave balance of 750 hours may cash out, at 50% rate, up to

twenty four (24) hours of sick leave above the minimum balance for each calendar year quarter where no sick time is utilized.

(F) Abuse or Excessive Use of Sick Leave.

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

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

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

Section 11.3 Funeral Leave. When a death occurs in an employee's immediate family (i.e., employee's or spouse's mother, father, brother, sister, child, grandparents, spouse, step-children, step-parents, step-siblings, step-grandparents, or former spouse of employee), an employee covered by this Agreement, upon request, will be excused for up to three (3) consecutive calendar days for the purpose of attending the funeral. Provided, however, that should the death of a member of the employee's immediate family occur while an employee is on active duty status, said employee will be excused from duty, and no charge against funeral leave time will be made for that duty day. An eligible employee shall be paid his/her normal daily rate of pay for any day or days on which he/she is excused and but for such excuse would have been scheduled

to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

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

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

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

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

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

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

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

"Spouse" means a husband or wife.

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

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

- (3) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- (4) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

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

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

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

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

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

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

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

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

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

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

than

(1) the continuation, recurrence, or onset of a serious health condition of the employee or the spouse, or a son, daughter, or parent, of the employee, or

(2) circumstances beyond the control of the employee.

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

(A) the position of employment held by the employee when the leave commenced, or

(B) an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

Section 11.12 Winnetka case - Workers Compensation.

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

ARTICLE XII INSURANCE

Section 12.1 Group Insurance. (A) The City shall pay the full cost of the premium for the standard health insurance plan

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

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

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

in:

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

Section 12.3 Right to Select Carriers. (A) The benefit provided for herein shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City.

"Insurance Companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance companies.

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

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

ARTICLE XIII CLOTHING ALLOWANCE

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

- (1) Uniform trousers - 4 each
- (2) Uniform shirts - 4 each - long and short sleeve
- (3) Uniform necktie - 2 each
- (4) One uniform jacket

- (5) Uniform shoes/boots - 1 each
- (6) Black waist belt - 1 each
- (7) Black gloves - 1 pair
- (8) Socks - 4 pairs
- (9) T-shirts - 4 each
- (10) Badges and insignias - all required

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

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

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

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

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

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

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

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

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

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

(B) All claims for payment or reimbursement will be

submitted to the designated officer on the proper form.

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

ARTICLE XIV SAFETY AND HEALTH

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

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

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

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

No such unpaid leave of absence shall exceed 24 months. The City may require an employee to waive any right to immediate reinstatement to his/her position as a term or condition of an unpaid leave under this Section. If a physician selected by the City (or mutually agreed upon by the City and the Union as provided in the foregoing paragraph) determines that the employee is fit to perform the essential duties of his or her position within 24 months of the commencement of the unpaid leave of absence, then such employee shall have the right to be appointed to the first permanent vacancy in his/her former position which may occur during the remainder of the unpaid leave of absence. During the period of an unpaid leave under this Section, if the employee notifies the City that he/she will be fit to perform the essential duties of his/her position within sixty (60) calendar days, then the City will hold any permanent vacancy which may arise in his/her former position during such 60 day period for such employee, provided if the employee is unable to return to work within such 60 day period then the employee's employment relationship with the City shall be terminated for all purposes. If an employee is not returned to active duty in his/her position within 24 months of the date the employee began an unpaid leave of absence, then the employee's employment relationship with the City shall be terminated for all purposes.

ARTICLE XV DUTIES

Section 15.1 Normal Duties.

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

- A) Fire fighting, fire prevention, maintenance of fire fighting apparatus, equipment, tools, or facilities, and other duties as are necessary for the efficient operation of the Fire Department; or
- B) Emergency first aid and rescue duties in connection with the operation of the Fire Department; or
- C) Demonstrations or instructions to the public or various organizations concerning public safety; or
- D) Other duties included in the goals and mission of the Department as set forth in the Fire Department's mission statement as mutually agreed to by the parties.

Section 15.2 Right to Grieve. In the event an employee believes that the provisions of this Section have been

violated, he/she may file a grievance at the second Step of the grievance procedure.

Section 15.3 Training. The City and the Union recognize that the duties listed above include training to accomplish those duties and related activities. For employees hired after August 1, 2001, those duties also expressly include the obligation to obtain and maintain Emergency Medical Technician training and certification at the Intermediate Life Support (ILS) level (EMT-I).

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

ARTICLE XVI DISCIPLINE, RULES AND REGULATIONS

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

Section 16.2 Right to Grieve. The City agrees that an allegation of arbitrary, capricious, or discriminatory application of its rules and regulations or the reasonableness of said rules and regulations shall be subject to the grievance procedure.

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

Section 16.4 Discipline and Discharge. The City shall not discipline or discharge any non-probationary employee without just cause. The parties agree that the Fire Chief and/or the City's Chief Administrative Officer (or their respective designees) shall have the right to discharge a non-

probationary employee directly or suspend such an employee for up to 30 calendar days, without resort to the Urbana Civil Service Commission. Such authority shall supplant any authority that the Urbana Civil Service Commission might otherwise have had under Urbana Civil Service Commission rules and regulations and/or 65 ILCS 5/10-1-1, et seq.. A non-probationary employee may grieve his or her discipline or dismissal pursuant to the grievance procedure set forth in this Agreement. A disciplinary grievance may be filed initially at Step 2 of the Grievance Procedure.

ARTICLE XVII GENERAL PROVISIONS

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

Section 17.2 Parking. During the term of this Agreement, the City will continue to provide, at no expense to the employee, parking in designated areas within a radius of four (400) hundred feet of the employee's assigned fire station.

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

Section 17.4 Drug Testing.

In order to provide a safe work environment and to protect the public, the City has the right to expect its

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

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

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

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

(B) Drug Testing Permitted.

The City may require employees to submit to testing based on reasonable suspicion at a time and place designated by the City. Such submittal shall be at no loss of wages to employees. Employees shall submit promptly to testing, regardless of whether they agree that reasonable suspicion exists. Refusal or failure to submit promptly to such tests or evaluations shall constitute just cause for discipline, and

shall subject the employee to discipline up to and including discharge for disobeying an order, but the employee's taking of the test shall not be construed as a waiver of any objection or rights the employee may possess. Such refusal or failure to submit promptly shall be considered a First Positive, in addition to insubordination, for discipline purposes.

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

Reasonable suspicion shall be based upon the following:

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

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

1. Use only a clinical laboratory or hospital facility that is certified by the State of Illinois or is capable of being accredited by the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing.
2. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. Use tamper proof sample containers.
3. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and sufficient amount to be set aside reserved for later testing if requested by the employee.
4. Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone except where the laboratory or facility does not have a "clean room" for submitting samples or where there is suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
5. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of same sample by gas chromatography/mass spectrometry or equivalent;

or more scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.

6. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing and expense, provided the employee submits a certified copy of the results to the City within 72 hours of receiving the results of the test; and, provided the laboratory or clinic and testing procedure, including the chain of custody, meets or exceeds the standards established in this agreement. The employee shall not become a part of the chain of custody.

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

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

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

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

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

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

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

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

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

e. Agree to submit to random testing during the period of "after care," and for a period of 12 months following the period of "after care". Such testing may be during work hours or non-work hours. If during non-work hours, the employee shall be compensated as for a call-back;

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

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

(E) Standards.

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

(2) Other Substances.

<u>Drug Class</u>	<u>Initial Test Level</u>	<u>Confirmatory Test Level</u>	<u>Confirmatory Method</u>
Amphetamines	1000 mg/ml		
Amphetamine		500 mg/ml	GC/MS
Methamphetamine		500 mg/ml	GC/MS
Barbiturates	300 mg/ml		
Amobarbital		300 mg/ml	GC/MS
Butabarbital		200 mg/ml	GC/MS
Butalbital		200 mg/ml	GC/MS
Pentobarbital		200 mg/ml	GC/MS
Phenobarbital		200 mg/ml	GC/MS
Secobarbital		200 mg/ml	GC/MS
Benzodiazepines	300 mg/ml	200 mg/ml	GC/MS
Cocaine Metabolite	300 mg/ml	150 mg/ml	GC/MS
Marijuana Metabolite	50 mg/ml	15 mg/ml	GC/MS
Methadone	300 mg/ml	200 mg/ml	GC/MS
Methaqualone	300 mg/ml	200 mg/ml	GC/MS
Opiates	300 mg/ml		
Morphine		300 mg/ml	GC/MS
Codeine		300 mg/ml	GC/MS
Phencyclidine	25 mg/ml	25 mg/ml	GC/MS
Propoxyphene	300 mg/ml	200 mg/ml	GC/MS

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

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

Section 17.6 Section 125 Plan. (A) At the request of either party, the President of the Union and the City Personnel Director or his designee shall meet to discuss the

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

(B) In the event a Section 125 plan covering employee costs for health insurance under this Agreement does not exist on or before July 1, 1995, then either party may reopen this Agreement as to such a plan only. Should an impasse arise, this issue may be submitted to interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act, provided the arbitration panel shall be without jurisdiction to implement such a Section 125 plan prior to January 1, 1996.

In the event of a reopener all other terms of this Agreement shall remain in full force and effect.

Section 17.7 Promotions. Promotions to the rank of Company Officer shall be conducted in accordance with the provisions of this article and the applicable rules of the Civil Service commission to the extent they are not inconsistent with the provisions of this article. Promotional examinations shall be competitive among qualified candidates in the rank of Firefighter who apply to take the examination. The examination shall include a written exam and assessment center.

1) Eligibility Requirements

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

- i) The candidate shall have four (4) years experience and be provisionally certified as an Illinois Fire Officer I. The candidate must have four (4) years paid municipal experience as a full-time firefighter including two (2) years as a firefighter with the Urbana Fire Rescue Services Department.
- ii) The candidate shall have five (5) years seniority with the Urbana Fire Rescue Services Department and must be provisionally certified as an Illinois Fire Officer I within one year (1) of appointment. There shall be no exceptions to the requirement that the Fire Officer I course be completed within one (1) year of appointment.

2) Promotional Criteria

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

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

b) The written examination shall constitute forty (40) percent of the candidate's final score.

c) The assessment center shall constitute sixty (60) percent of the candidate's final score.

d) Seniority Points shall be added to the final score.

3) Seniority Points

a) 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.

b) Seniority points will be added at the rate of one-quarter (1/4) point for every complete year of service in the position of Firefighter. A maximum of five (5) points or a total of twenty (20) years seniority will be allowed.

4) Posting

a) Applicants for promotion shall be advised of their individual scores from each section of the testing process. Individual scores for each section of the testing process as well as overall composite scores for each candidate shall be posted at the conclusion of the testing process.

5) Order of Promotions

a) The Civil Service Commission shall certify to the appointing officer the names and addresses of not more than three (3) candidates standing highest upon the promotional register for the position of Company Officer. The appointing officer may select any candidate referred on such list and irrespective of the number of times such candidate's name was previously considered for selection.

b) 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.

c) Passovers will be documented in performance reviews.

6) Probation

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

Section 17.8 Temporary Light Duty.

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

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

Nothing in this section shall be construed to change in any way the City's ability to require an employee who is on

Worker's Compensation or sick leave to perform light duty, or to change the parties' respective rights and obligations under Section 11.2(C). The City may not require an employee to perform duties that do not fall within the "Duties" clause of section 15.1.

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

ARTICLE XVIII SAVINGS CLAUSE

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

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

ARTICLE XIX ENTIRE AGREEMENT

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

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

Section 19.3 Neither side waives any right it may have to bargain during the term of this Agreement with respect to the impact or effects of an "Intergovernmental Agreement between the University of Illinois and the Cities of Urbana and Champaign for Fire Protection Services" with respect to the wages, hours and other mandatory terms and conditions of employment of bargaining unit employees. To the extent either party desires such negotiations, such party shall submit a timely demand to bargain upon the other party. If no agreement is reached, either party may invoke impasse procedures including interest arbitration to resolve any issues that constitute mandatory subjects of bargaining that

remain in dispute. The interest arbitration shall be conducted in accordance with Section 14 of the IPLRA. In the event that the parties do not agree upon the impartial arbitrator, the arbitrator shall be selected in accordance with the procedures of Section 5.3 of the parties' agreement.

ARTICLE XX
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2001, and shall remain in full force and effect until the 30th day of June, 2004. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one-hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 20__.

For the City:

For the Union:

Mayor

President

ATTEST TO:

Vice President

City Clerk

Secretary

Treasurer

Sergeant at Arms

APPENDIX "A"
AUTHORIZATION FOR CHECKOFF OF UNION DUES

I hereby authorize the City of Urbana to deduct from my pay

the uniform dues of Urbana Fire Fighters Association, Local 1147,

International Association of Fire Fighters, AFL-CIO, and remit said amounts to the Union.

I understand that I may not cancel this authorization until

the termination date of the current labor agreement between Local

#1147 and the City.

Print Name President

Signature Vice President

Date Secretary

Date

APPENDIX "B"
SALARIES

(A) Effective July 1, 2001 through and including June 30, 2002, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

CLASSIFICATION	ANNUAL*	HOURLY*	"Grandfathered non-EMT-I's"	
			ANNUAL	HOURLY
Firefighter (24 hour day)				
Starting salary	36,203	12.432	35,149	12.070
After one year	37,902	13.016	36,798	12.637
After two years	39,608	13.601	38,454	13.205
After three years	41,312	14.187	40,109	13.774
After four years = Base Salary	43,021	14.774	41,768	14.343
Firefighter (40 hour week)				
Starting salary	36,203	17.405	35,149	16.898
After one year	37,902	18.222	36,798	17.691
After two years	39,608	19.042	38,454	18.487
After three years	41,312	19.862	40,109	19.283
After four years = Base Salary	43,021	20.683	41,768	20.081
Company Officer (24 hour day)				
Base Salary	47,734	16.392	46,344	15.915
Company Officer (40 hour week)				
Base Salary	47,734	22.949	46,344	22.281

APPENDIX "B"
SALARIES

(B) Effective July 1, 2002 through and including June 30, 2003, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

CLASSIFICATION	ANNUAL*	HOURLY*	"Grand fathered non-EMT-I's"	
			ANNUAL	HOURLY
Firefighter (24 hour day)				
Starting salary	37,470	12.867	36,379	12.493
After one year	39,228	13.471	38,086	13.079
After two years	40,994	14.078	39,800	13.668
After three years	42,758	14.684	41,513	14.256
After four years = Base Salary	44,526	15.291	43,229	14.845
Firefighter (40 hour week)				
Starting salary	37,470	18.014	36,379	17.490
After one year	39,228	18.860	38,086	18.310
After two years	40,994	19.709	39,800	19.135
After three years	42,758	20.557	41,513	19.958
After four years = Base Salary	44,526	21.407	43,229	20.783
Company Officer (24 hour day)				
Base Salary	49,405	16.966	47,966	16.472
Company Officer (40 hour week)				
Base Salary	49,405	23.752	47,966	23.060

APPENDIX "B"
SALARIES

(C) Effective July 1, 2003 through and including June 30, 2004, the straight time hourly rate (Hourly) of pay and the annual salary (Annual) for employees covered by the Agreement shall be as follows:

CLASSIFICATION	ANNUAL*	HOURLY*	"Grand fathered non-EMT-I's"	
			ANNUAL	HOURLY
Firefighter (24 hour day)				
Starting salary	38,782	13.318	37,652	12.930
After one year	40,601	13.943	39,418	13.537
After two years	42,429	14.570	41,193	14.146
After three years	44,255	15.197	42,966	14.755
After four years = Base Salary	46,085	15.826	44,743	15.365
Firefighter (40 hour week)				
Starting salary	38,782	18.645	37,652	18.102
After one year	40,601	19.520	39,418	18.951
After two years	42,429	20.398	41,193	19.804
After three years	44,255	21.276	42,966	20.657
After four years = Base Salary	46,085	22.156	44,743	21.511
Company Officer (24 hour day)				
Base Salary	51,134	17.560	49,644	17.048
Company Officer (40 hour week)				
Base Salary	51,134	24.584	49,644	23.868

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

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

APPENDIX "C"
LONGEVITY

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

<u>Years of Service</u>	<u>Percentage</u>
After six years	Two percent
After eight years	Four percent
After ten years	Six percent
After twelve years	Eight percent
After eighteen years	Ten percent

APPENDIX "D"
EDUCATIONAL INCENTIVE PAY

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

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

AA in Fire Science Credit Hours Required

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

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

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

APPENDIX "E"
PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

- A. Filing an Objection. An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

- B. Review Step One. Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.

- C. Review Step Two. Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency.

- D. Segregated Funds. Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause or direct such contested amount to be placed in an interest-bearing escrow account at the then-prevailing rate. Any additional so contested amounts, collected while the objection is in process shall be similarly directed to such account and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.

- E. Rebates. In the event that the Union determines or the Illinois State Labor Relations Board directs a reduction in the proportionate share payments, the Union shall notify the City to comply with said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

SIDE LETTER

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

The purpose of this side letter is to clarify the intent of the parties with respect to section 16.4 of the Agreement.

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

For the City

For the Union