

MEMORANDUM OF AGREEMENT

Between

I.A.F.F. Local 505

and the

City of Decatur, Illinois

January 1, 2017

Through

December 31, 2019

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**MEMORANDUM OF AGREEMENT
I.A.F.F., LOCAL 505
CITY OF DECATUR, ILLINOIS**

This Memorandum of Agreement between Local Union 505, International Association of Fire Fighters, AFL-CIO, CLC and the City of Decatur, Illinois, is signed on behalf of said Union by the President thereof and on behalf of the City by the City Manager as follows:

ARTICLE 1

GENERAL

Section 1. The City of Decatur, Illinois, hereinafter referred to as "CITY" and Local 505, International Association of Fire Fighters, AFL-CIO, CLC, hereinafter referred to as "UNION" in order to increase the efficiency of the Fire Department of the City, to maintain the existing harmonious relationship between the City and those of its employees in the fire fighting service and to promote the morale, rights, privileges and well-being of said employees, do enter into this Memorandum of Agreement.

Section 2. The employees of the Fire Department of the City and the individual members of the Union shall regard themselves as employees of the public and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the public which employs them and which they serve.

Section 3. The City recognizes the Union as the sole and exclusive representative of the classified fire service employees of the Fire Department of the City with the exception of the Chief, Deputy Chief, Battalion Chiefs, and Fire Marshal of said Department for the purpose of bargaining with respect to wages, hours of duty and working conditions.

ARTICLE 2

PLACES OF RESIDENCE

Section 1. Persons appointed to positions in the classified fire service prior to May 1, 2010 shall reside within forty (40) miles of the corporate limits of the City of Decatur. All employees hired May 1, 2010 or after shall be required to reside within Macon County. All employees hired after January 1, 2017 shall be required to reside within the corporate limits of the City of Decatur for the first five (5) years of employment, and within the corporate limits of Macon County thereafter. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probationary period.

ARTICLE 3

CHECK-OFF

Section 1. Upon written authorization by an employee filed with the Director of Finance thereof, the City shall deduct from wages or salary of such employee such sum as is certified by

the Treasurer of the Union as initiation fee, assessment, union dues, and any other mutually agreed authorized deductions, which sums so deducted shall be accumulated and transferred to the Union Treasurer on or before seven (7) days after the last pay of the month in which such deductions are made. If an employee is not due a salary or such salary is not large enough to satisfy said deductions, no deduction shall be made from the wages or salary of such employee for that month. The City must be given two weeks notice before any change in deductions is to be made.

Section 2 (a). Upon the express condition stated in sub-paragraph (b) hereof, and only upon such condition, the City shall deduct from the wages or salary of each employee covered by this agreement who is not subject to the wage deduction described in Section 1 of this Article, and at the same time such deduction is made, an amount certified to the City by the Union as the fair share of each such employee of the Union's cost relating to the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment ("fair share deduction"), but such amount shall not exceed the amount of dues uniformly required of members and deducted pursuant to said Section 1 of this Article. Such amount deducted as provided herein shall be delivered to the Union on or before seven (7) days after the last pay of the month in which such deductions are made; provided that, said amount may be paid to a nonreligious charitable organization mutually agreed upon by the employee and the Union, as provided by law.

(b). No fair share deduction shall be made by the City unless and until the number of employees voluntarily providing written authorization to the City for the wage deduction provided for in Section 1 of this Article equals or exceeds 55% of the incumbent bargaining unit members.

Section 3. The Union shall indemnify the City and any department of 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 or any department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 4

SENIORITY LIST AND STATION BIDDING

Section 1. A Fire Department seniority list of all employees covered by this Agreement shall be established based on department seniority.

This list shall be updated on January 1st of each year and said list shall be posted in each fire station for a period of not less than 30 days commencing January 1st of each year and a copy thereof furnished to the Secretary of the Union. Any objections to such list as posted shall be reported to the Chief of the Department within 10 days of the date of posting or said list shall stand approved as posted.

Section 2. The selection by employees of their station assignments on each of the three shifts for the calendar year 2002 and each year thereafter shall be by time-in-grade seniority, not department seniority, provided the complement of employees assigned to a station shall have the certifications as specified in Section 3 of this Article.

(a) On or before November 1 each year the Fire Chief shall post blank station bidding sheets in each station reflecting the staffing requirements for each station specified in Section 3 of this Article.

(b) The bidding process shall begin the first shift day of December for each respective battalion with the Fire Captains beginning the station bid assignments. The station bidding process will become effective January 1 of each year. The Captains will be notified by seniority for their station requests. After all Captains have placed their bids or have been assigned a station, the Lieutenants, by time-in-grade seniority will then secure their station assignment.

(c) Once the officer's station assignments have been made, the firefighters shall proceed to make their bids for station assignments. Firefighters may pick their station assignments according to job seniority subject to the following limitations:

- (i) Each station shall be staffed with a complement of firefighters and fire officers so that certification requirements in Section 3 for the station being bid are met (e.g., between two firefighters both possessing a required certification, the more time-in-grade senior firefighter has priority; a less time-in-grade senior firefighter possessing a certification required to satisfy the requirements of Section 3 has priority over a more senior firefighter without the certification; where the certification requirements for a station are met, the more senior firefighter has priority irrespective of certifications). Stations will be filled with at least the minimum required personnel.
- (ii) Firefighters with less than three (3) years of seniority as of January 1st may be assigned at the discretion of the Battalion Chief. Except for his regular three station rotation, a probationary firefighter will not be moved to fill a slot except in an emergency.
- (iii) Firefighters who will not be able to be contacted on December 1, must submit to their Battalion Chief a primary choice and two secondary station assignment requests, before November 30.
- (iv) Any firefighters who have not indicated their preferences by then or whose preference will not comply with the specification of Section 3 may be assigned a station by the Chief at his discretion. After all employees have made their bids, the Fire Chief shall review the resulting station schedule to ensure it complies with Section 3. Should the Fire Chief believe that the assignments, as proposed, will not comply with Section 3, the Chief shall discuss any discrepancies with the Union President. The Chief may move employees from stations they have bid only if the employee(s)' bid(s) and the resulting schedule do not comply with the requirements of Section 3. The Fire Chief may also reassign the least senior employee from a bid position involved in a demonstrated personnel conflict between employees of the shift that is not resolved after mediation between the involved employees. When that is the case, qualified volunteers shall be solicited first to change shift station assignments. In the absence of sufficient qualified volunteers, the least senior qualified employee shall be assigned in order to bring the schedule into compliance with the requirements of Section 3. The Chief will present a final schedule to the Union president on or before December 15.

- (v) Any employee who has been on light duty in excess of 12 months shall not be eligible for station bidding.

(d) In cases where a probationary firefighter needs to travel to three station assignments in his first year, no such firefighter shall be displaced more than four (4) months from the station for which he or she bid.

(e) A newly promoted Lieutenant may be required to travel to two station assignments in his first six months. No Lieutenant shall be displaced more than three (3) months from the station for which he or she bid.

Section 3. The required special certifications/skills which shall be staffed for each station are set forth in Exhibit D.

Section 4. Employees' station bids shall be maintained except that the Chief may move an employee from his bid temporarily in the following circumstances:

(a) For a single duty shift the minimum EMT-I staffing shall be established by the Chief at any station as referenced in Exhibit D. If there are insufficient EMT-I's on duty to maintain the minimum staffing levels established by the Chief as referenced in Exhibit D, then the shortage shall be filled by hiring back from an established EMT-I overtime list.

(b) An employee may by time-in-grade seniority volunteer to move out of his/her bid station to fill a vacancy due to retirement, resignation, long term illness, or promotion. This will be allowed when a station falls below its minimum manpower needed to operate. If there are no volunteers, then the least senior available employee may be required to move.

(c) A Captain may be required to fill a vacancy at Station #1 30 days after notification of a long-term illness (more than 30 days) of the Station #1 Captain. The affected Battalion Chief shall solicit a volunteer to fill the vacancy first, and if there are no volunteers, then the Chief shall move a Captain to fill the vacancy.

(d) A Captain may be transferred to fill the vacancy of Battalion Chief in the event of a long-term illness (more than 30 days). This action would take place after Station #1 Captain had completed a 30-day cycle of said position. The affected Battalion Chief shall solicit volunteers to fill the vacancy. If there are no volunteers and the position needs to be filled because the Fire Station #1 Captain is not available, then the Fire Chief shall appoint a captain to fill the vacancy. After the transferred Captain has served 30 days, he would be reassigned to his bid station.

(e) Temporary transfers to balance manpower needs between the shifts shall be allowed, provided the City has in effect a current hiring list and promotional registers or has initiated the process to establish a hiring list and promotional register in accordance with the provisions of this Agreement and the Fire Department Promotional Act. Shift transfers shall be by volunteers first, and if no volunteers then the least senior in grade employee will be moved.

Section 5. Vacancies in bid positions occurring during the calendar year resulting from resignation, retirement, promotion, light duty assignment in excess of 12 months, etc., or the creation of a new position shall be filled by the Battalion Chief of the affected shift to ask by time-in-grade seniority if anyone would like to move from their bid station and fill the vacated spot. Once all movement is done the Fire Chief would either promote or assign a new employee to fill

the spot(s) that are left. Such position shall then be posted in the next year.

Section 6. Any discrepancies in the Station Bidding process shall be resolved by the Chief and Bargaining committee meeting and agreeing on a resolution.

ARTICLE 5

PROMOTIONS

Section 1. General. Promotions to the ranks of Inspector, Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act. The provisions of City Ordinances and rules of the Civil Service Commission and State civil service laws shall continue to apply only to the extent they are compatible with the Act and the provisions of this Agreement, but in the event of conflict between the Act or the terms of this Agreement with any other law, the terms of the Act and this Agreement shall control. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act, and where applicable the above referenced ordinances and rules.

Section 2. Vacancies. This Article applies to promotions for vacancies in the ranks of Inspector, Lieutenant and Captain. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the City of Decatur. If vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 3. Eligibility. All promotions shall be made from employees in the next lower rank. To test for Inspector and Lieutenant: Firefighters must have six (6) years job seniority and a Provisional Fire Officer I rating as of the date of the close of the application period. To test for Captain: Lieutenants must have four (4) years experience as a Fire Lieutenant, ten (10) years job seniority, and a Certified Fire Officer II rating, according to the Illinois OSFM requirements on the effective date of the Agreement, as of the date of the close of the application period.

Effective January 1, 2018, to test for Captain, Lieutenants must have four (4) years of experience as a Fire Lieutenant, ten (10) years job seniority, and a minimum of one (1) of the following certifications, as of the date of the close of the application period:

- Hazardous Materials Technician
- Confined Space Technician
- Public Safety Diver
- Emergency Medical Technician Intermediate (EMT-I)
- Paramedic (EMT-P)
- Trench Rescue Technician
- Structural Collapse Technician
- High Angle Technician

Lieutenants who are promoted must maintain at least one such certification for the duration of their appointment to the rank of Captain.

Section 4. Rating Factors and Weights. All examinations shall be impartial and shall relate to those matters, which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on the promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following components weighted as specified:

	<u>% Weights</u>
1. Written examination	60%
2. Seniority	10%
3. Oral Examination	20%
4. Ascertained Merit	10%

Section 5. Test Components:

- A. Written examination: The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the City has identified and made readily available to potential examinees.
- B. All written test materials shall be available at least 90 days before the written exam.
- C. The written exam shall be given last in the promotional process.
- D. The Fire Department shall maintain reading and study materials for a pending written examination for each rank and shall make those materials available at each duty station. The Fire Chief shall maintain the reading lists of the last two examinations for each rank and shall make such lists available to candidates and the Union upon request.

Seniority. Five (5) seniority points per year shall be awarded for each full year of service, to a maximum of twenty (20) years. A seniority list with all applicants shall be posted with total number of seniority years and points. The applicant shall notify the Chief and Union President of any discrepancies.

Oral examination. Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon completion of the subjective examination component or its application. The oral examination shall be completed no fewer than 30 days nor more than 60 days from the posting of the written examination.

Ascertained merit. Exhibit E shall list all points awarded for ascertained merit. To receive ascertained merit points an applicant will need to submit a copy of all certificates with his or her application for the position affected to the Fire Chief not fewer than thirty (30) days before the written examination. As per the Act, total points for Ascertained Merit shall not exceed 100.

Section 6. Veterans' Preference. A person on the preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in 65 ILCS

5/10-1-16 and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

Section 7. Scoring of Components. Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall be reduced by the rating factor assigned to the component on the test and the scores of all components shall be added to produce a total score not to exceed 100 points. Candidates shall then be ranked on the list in rank order based on the highest to lowest points scored on all components of the test. A minimum passing score of the total of all components shall be 70%. Such ranking shall constitute the preliminary promotion list.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under this agreement may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veterans preferences awarded. After all applicants have been notified of their positions on the promotion list the City shall give the Union President a copy and all stations shall have a copy to post.

Section 8. Right to Review. The Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have the right to a review of the matter. A grievance may be filed under the grievance/arbitration procedure of this Agreement subject to the following conditions:

(1) The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test;

(2) The grievance shall not involve any disputes regarding the points awarded on any component of the test, other than the accuracy of the mathematical computation of the points awarded.

Section 9. Order of Selection. The order of selection on a promotional register shall be as specified in Section 20(d) of the Act. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article 18 of this Agreement.

Section 10. Maintenance of Promotional Lists. Final eligibility lists shall remain valid and unaltered for a period of two (2) years.

ARTICLE 6

REDUCTION IN PERSONNEL

Section 1. If the classified fire service of the department is reduced, such reduction in numbers of employees and later reinstatement thereof shall be done in strict compliance with department seniority. The last employee certified shall be the first furloughed and the employee last furloughed shall be the first reinstated and furloughed employee shall be given preference in

filling vacancies before resorting to eligibility lists of new employees. When a vacancy is to be filled, the eligible furloughed employee shall be given notice thereof by registered mail. Written application for reinstatement must be made within 15 days after such notification by registered mail.

Section 2. Following an overall reduction in force as specified in Section 1 of this Article, if it is necessary to reduce employees in rank to avoid furloughing additional employees or to properly man fire fighting facilities, said reduction shall be based on seniority within the position classification. The last employee certified to the affected position classification shall be the first employee reduced in rank and the last employee reduced in rank from a position classification shall be given first preference in filling vacancies in the position classification.

Section 3. The City shall provide a physical examination for each employee to be furloughed and may require such an examination before reinstatement of a furloughed employee. If such examination is required before reinstatement, and the results thereof are found to be substantially the same as disclosed by the examination before furlough, the employee shall not be disqualified from eligibility for reinstatement.

Section 4. Prior to implementing any involuntary reduction in force or reduction in rank of any active firefighter(s), the City shall provide at least 30 days written notice to the Union. The City at its discretion, shall determine whether furloughs are necessary. Although not limited to the following, the City may furlough/reduce in rank any employee, whenever such action is made necessary by reason of a shortage of work or funds, the abolition of a position, or because of changes in the organizational structure.

ARTICLE 7

SALARIES AND WAGES

Section 1. Effective January 1, 2017 the employees in the fire service occupying the respective position classifications set out in Exhibit A shall receive the salaries and wages at the rate set out in said Exhibit A. The salaries and wages set out in Exhibit A for the respective classified positions in the fire service shall represent a two and three quarter percent (2.75%) increase effective January 1, 2017.

Section 2. Effective January 1, 2018 the employees in the fire service occupying the respective position classifications set out in Exhibit A shall receive the salaries and wages at the rate set out in said Exhibit A. These salaries and wages represent a two and one quarter percent (2.25%) increase over the salaries and wages paid as of January 1, 2017.

Effective January 1, 2019 the employees in the fire service occupying the respective position classifications set out in Exhibit A shall receive the salaries and wages at the rate set out in said Exhibit A. These salaries and wages represent a two and one quarter percent (2.25%) increase over the salaries and wages paid as of January 1, 2018.

Section 3. Local 505 members are to receive longevity pay, payable bi-weekly and based on the employees' wages, as follows:

- a) More than five years but less than 10 -- 2%;
- b) More than 10 years but less than 15 -- 4%;

- c) More than 15 years but less than 20 -- 6%;
- d) More than 20 years but less than 25 -- 9%;
- e) More than 25 years -- 12%.

Section 4. If an employee in the fire service is temporarily assigned to perform the duties of a classified position with a higher rate of pay because a vacancy exists in said position, the employee shall be paid the wage or salary assigned to that position. This provision shall not apply to Lieutenants performing their duties in the absence of a Captain.

Section 5. A Captain serving as Battalion Chief due to the temporary absence of the Battalion Chief, or Fire Inspector appointed as Acting Fire Marshal by the Fire Chief, shall receive a fifteen percent (15%) pay increment for all time so served.

Section 6. (a) Fire Inspectors: A Fire Inspector shall receive a three percent (3%) pay increment in addition to that salary assigned to said position in Exhibit A hereto.

(b) Lieutenants: The top step (Step G) of Lieutenant (pay grade 20) shall be 13% above the top step (Step G) of Firefighter (pay grade 18).

(c) Captains: The Captain Step G shall be 10.25% above Step G of Lieutenant's salary schedule. At promotion, Captains shall be paid at Step F of the pay scale, and shall remain at such step for a period of 6 months.

Section 7. Effective May 1, 2002, an employee licensed as an Emergency Medical Technician-Intermediate (EMT-I) or an Emergency Medical Technician-Paramedic (EMT-P) by the State of Illinois Department of Public Health (IDPH) shall receive a one percent (1%) pay increment for all time that such employee is so licensed and functioning as an EMT-I. Effective January 1, 2008, an employee licensed as an EMT-I or EMT-P by the IDPH shall receive a one and one-half percent (1.5%) pay increment for the time that such employee is so licensed and functioning as an EMT-I. Effective May 1, 2009, an employee licensed as an EMT-I or EMT-P by the IDPH shall receive a 2% pay increment for the time that such employee is so licensed and functioning as an EMT-I.

ARTICLE 8

HOURS OF DUTY AND OVERTIME

Section 1. (a) Hours of duty of regular shift employees in the classified fire fighting service shall be established so that the average weekly hours of duty in any year other than hours during which members are necessarily summoned to or kept on duty, shall not exceed 52 hours. This shall be accomplished by scheduling a "Kelly Day" off duty every fourteenth (14th) duty shift.

(b) Effective May 1, 2005, hours of duty of regular shift employees in the classified fire fighting service shall be established so that the average weekly hours of duty in any year other than hours during which members are necessarily summoned to or kept on duty, shall not exceed 51.8 hours. This shall be accomplished by scheduling a "Kelly Day" off duty every thirteenth (13th) duty shift.

Duty hours of such employees shall be served by the use of three (3) shifts, each of which shall serve 24 hours on duty and be off 48 hours. A duty day shall be from 6:40 A.M. to 6:40 A.M. the following day.

The regular work week of Fire Inspectors, and employees assigned as Fire Inspectors, will not exceed forty (40) hours. The work week for Fire Inspectors, and employees assigned as Fire Inspectors, will be Monday through Friday; provided that, upon not less than fourteen (14) days notice, the Fire Chief or Fire Marshal may change the days worked of such employees. The scheduled work hours for Fire Inspectors will be between 07:00 and 19:00 hours. For any work schedule in excess of 8 hours per day, determination of holidays and portions thereof to be observed with paid time off will be made by the Fire Marshal for each employee, with consideration given to the employee's preferences. The Fire Marshal and the Fire Chief retain all rights provided to them by law and collective bargaining agreement to set and modify the work schedules of the Fire Inspectors and employees assigned as Fire Inspectors.

Section 2. Regular Overtime. Overtime served by employees in the classified fire service who regularly work a 24-hour duty shift shall be paid for by the city at time and one-half the employee's straight time hourly rate of pay. The employee's straight time hourly rate of pay shall be calculated by dividing the employee's annual salary by his annual paid hours of 2704. Effective May 1, 2005, the employee's straight time hourly rate of pay shall be calculated by dividing the employee's annual salary by his annual paid hours of 2,688.

Overtime will be served by seniority in accordance with a seniority list to be kept by the Chief of the Department, a copy of which shall be maintained and which shall show the date each employee was called and requested to serve overtime and the response from each such employee when called as to whether there was no answer or overtime duty was accepted or refused or the employee was unable to accept. If an employee who was called refuses overtime duty, he shall be automatically passed until a complete cycle of the seniority list has been made. Said seniority list shall pertain to tours of duty in the fire station only.

In the event that an employee is found to have been improperly passed for overtime, the remedy for such loss will be as follows: the passed employee will be placed at the top of the overtime list that they were passed on.

Section 3. FLSA Work Period and Kelly Day Cycle. The City shall establish an individual 19.5 consecutive day FLSA "work period" for each employee covered by this Agreement. The individual's Kelly Day cycle shall consist of two consecutive FLSA "work periods", the first of which commences at 06:40 on the first day of the Kelly Day cycle and the second of which commences at 18:40 on the 20th day of the Kelly Day cycle. Each employee's first duty shift of each Kelly Day cycle shall be the second day of that cycle, so that the employee's Kelly Day falls on the shift starting at 06:40 on the 20th day of his or her Kelly Day cycle, to ensure a Kelly Day off duty for each employee every thirteenth (13th) duty shift.

Section 4. Call Back Overtime. Employees in the classified fire fighting service recalled to duty when the shift they are at that time serving with is off duty and when the reason for such recall is to supplement the shift then on duty to help control a fire or meet a similar emergency, shall be paid the actual time on duty but not less than two hours pay at the rate of one and one-half times the straight time hourly rate of such recalled employee for each hour overtime of recall duty.

Section 5. Holdover or Shift Retention Overtime. Employees in the classified fire fighting service required to remain on duty when the shift they are at the time serving with would normally

go off duty and when the reason for such holding over is to supplement the on-coming shift to help control a fire or meet a similar emergency shall be paid the actual time on duty at the rate of one and one-half times the normal hourly rate of such held over employee for each hour of overtime/hold-over duty. The officer in charge shall cause such held over employee to be relieved by the on-coming shift as soon as practicable.

Section 6. Overtime shall accrue and be computed in increments of one-half hour and shall be subject to department rules. When an employee who is entitled to overtime pay works any part of one-half hour at time other than his regular shift, such employee will be credited with one-half hour of overtime for example, if such employee is hold over 10 minutes beyond the quitting time of his regular shift, such employee shall accrue one-half hour overtime; if the hold-over is for twenty-nine minutes, one-half hour is likewise accrued; if the hold-over is for thirty-five minutes, one hour of overtime is accrued, and so forth.

Section 7. If employees obtain the permission of the affected battalion chiefs, such employees may exchange tours of duty; Kelly Days may be exchanged upon notification to said chief. If an individual is sick or injured and cannot work on a traded day, that individual shall be charged the appropriate sick occurrence.

Section 8. Employees in the classified fire service required to attend mandatory schools as shown in Exhibit B, at times in addition to service on their regular shift shall be considered on duty during the actual time such school is in session and shall be paid for such duty time at the regular hourly rate of pay. This provision shall not apply to voluntary schools or training. For the purposes of this section, schooling or training required in order for an employee to maintain his current position shall be construed as mandatory, and school or training which is necessary or desirable in order for an employee to gain promotion shall be construed as voluntary. Notice of the necessity for an employee to attend a school and the scheduling thereof, and notice of the availability of voluntary or certification program schools or training shall be given as soon as practicable so as to provide as much time as reasonably can be to permit those concerned to schedule their time accordingly. Priority for attending voluntary schools shall be based upon satisfaction of course prerequisites, the needs of the Department, and the most senior employee shall be preferred where the other factors are equal.

Section 9. (a) The Fire Chief may establish the assignment of Fire Inspector. Such assignment shall have the responsibility of determining the cause or origin of fires, interviewing arson suspects or witnesses, appearing in court as prosecution witnesses in arson and other cases, performing various public education functions and other related duties as assigned. Individuals assigned as Fire Inspectors pursuant to this subparagraph (a) may resign from such assignment at any time, with sixty (60) days' notice, and such officers shall be re-assigned by the Chief according to their respective ranks. Three (3) officers may be assigned as Fire Inspector at any time.

(b) After serving as an Inspector for four (4) years, and having been certified as a Fire Investigator by the Office of the State Fire Marshal, an employee will receive a five percent (5%) pay increment for all time thereafter serving as an Inspector. After serving as an Inspector for eight (8) continuous years, and completing an additional certification program from the Office of the State Fire Marshal, as agreed to by the City and the Union, an employee will receive an additional five percent (5%) increment for all time thereafter serving as an Inspector.

(c) A Fire Inspector who also holds the rank of Fire Lieutenant is eligible for promotion to the rank of Fire Captain, while serving as Fire Inspector, after passing all the requirements for Fire Captain and being appointed by the Fire Chief.

Any Fire Captain, serving as an Inspector, who seeks assignment to the Fire Suppression Division shall submit a request for such to the Fire Chief in writing. Assignments will be made only as vacancies occur in Fire Suppression. Vacancies will be filled in the order requests are received. If two or more requests are received at the same time, seniority will determine the order of assignment.

No Fire Captain serving as a Fire Inspector will be eligible for the five percent (5%) pay increase steps for being an Inspector.

ARTICLE 9

VACATIONS

Section 1. (a) The length of annual vacations for regular shift employees in the classified fire fighting service shall be as follows:

- (i) After completion of one year continuous service uninterrupted by resignation or discharge, five duty days;
- (ii) After completion of seven years continuous service uninterrupted by resignation or discharge, seven duty days;
- (iii) After completion of fourteen years continuous service uninterrupted by resignation or discharge, ten duty days;
- (iv) After completion of twenty years continuous service uninterrupted by resignation or discharge, eleven duty days.

All accrued vacation time to be received between May 1 and the following April 30 (including pro-rational increases after 7, 14 and 20 years of continuous service) will be credited to non-probationary employees each May 1 (regardless of the employee's anniversary date of employment). Probationary firefighters will generally receive vacation days on the one (1) year anniversary date of employment but if the one (1) year anniversary date occurs between December and the following May, the City will advance the probationary firefighter such vacation on December 1; however, the City has the right to deduct any advanced/credited vacation used but not earned from the firefighter's final paycheck.

(b) Employees assigned as Fire Inspectors pursuant to Article 8, Sections 9(a) and (b), shall be credited with one (1) hour of vacation leave for each 1.5 hours of such leave that said employee had accrued on the day of assignment. Upon resignation or removal from assignment as Fire Inspector, such employee shall be credited with 1.5 hours of vacation for every one (1) hour of such leave that said employee had accrued on the day of removal or resignation there from.

(c) Fire Inspectors and employees assigned as Fire Inspectors shall be credited with vacation leave as follows:

- (i) After completion of one (1) year continuous departmental service uninterrupted by resignation or discharge: 80 hours

- (ii) After completion of seven (7) years continuous departmental service uninterrupted by resignation or discharge: 120 hours
- (iii) After completion of fourteen (14) years continuous departmental service uninterrupted by resignation or discharge: 160 hours
- (iv) After completion of twenty (20) years continuous departmental service uninterrupted by resignation or discharge: 176 hours

Vacation leave will be used by employees assigned as Fire Inspectors in increments of hours or fractions thereof, regardless of the schedule assigned.

Section 2. Eligibility for vacations and method of selection of vacation periods shall be based upon seniority. All vacation must be selected during the mandatory vacation process selection period which shall be held on February 1, 2 and 3 of each calendar year. Vacation Selection. (Refer to Exhibit F)

A 24-hour shift employee may divide not more than one vacation day into two 12-hour paid leaves. A request for a full vacation day by one employee shall have priority over a request for a divided day, as herein provided, by another employee only if such request for a full vacation day is submitted prior to 12:00 P.M. on the duty day preceding the duty day so requested. All requests to divide a vacation day must be submitted prior to mandatory sign-up.

Section 3. Not more than four employees in the classified fire fighting service shall be allowed off duty for vacation or holiday leave at the same time.

Section 4. Fire Inspectors shall select vacation and holiday time off separately and such selection shall not diminish the scheduling opportunities of fire suppression employees.

Section 5. Effective July 3, 2014, payment for any and all vacation time for which the employee is eligible at the time of his/her separation from employment with the City of Decatur shall be made into the employee's Section 501(c)(9) Post Employment Health Plan (PEHP) account as established in Exhibit G of this agreement. The costs for establishing the PEHP and ongoing administrative costs shall be borne exclusively by the Union and/or employee.

ARTICLE 10

HOLIDAYS

Section 1. In lieu of holiday pay, 24-hour shift employees in the classified fire fighting service shall receive two working days leave each year in accordance with departmental rules. Such days of leave may be taken at any time during the year at the selection of the employee with the approval of the Battalion Chief on the respective employee's shift and subject to the other applicable provisions of this Memorandum. Effective May 1, 2009, holiday time off shall be reduced to one (1) 24-hour shift.

Section 2. A 24-hour shift employee may divide not more than one holiday into two 12-hour paid leaves. A request for a full holiday by one employee shall have priority over a request for a divided day, as herein provided, by another employee only if such request for a full holiday is submitted prior to 6:00 P.M. on the duty day preceding the duty day so requested. All requests to divide a holiday must be submitted prior to January 1.

Section 3. Fire Inspectors and employees assigned as Fire Inspectors shall have time off with pay on the following holidays:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Friday after Thanksgiving
Presidents' Day	National Election Day	Christmas Day
Good Friday	Veterans Day	One Unscheduled Holiday
Memorial Day		

Effective May 1, 2009 Fire Inspectors and employees assigned as Fire Inspectors shall no longer have National Election Day or one Unscheduled Holiday off with pay, and in lieu thereof, twelve (12) hours of holiday compensation shall be added to the employee's base pay. Effective May 1, 2009. \$300 per year of the 12 hours of holiday compensation shall be contributed in equal monthly installments directly into the employee's Post Employment Health Plan (PEHP) account.

Fire Inspectors and employees assigned as Fire Inspectors will be eligible for 88 hours of holiday time each year, regardless of the work schedule assigned to them; and one (1) hour of holiday credit with pay shall be deducted from the total amount available for each Fire Inspector or employee assigned as a Fire Inspector for each hour of leave taken for a holiday.

Section 4. 24-hour shift employees in the classified fire service shall receive "Holiday Pay" equal to forty eight (48) hours pay, prorated biweekly during the ensuing 12 months, at the applicable hourly rate, applied to their base pay for their respective ranks. Effective May 1, 2009 holiday pay shall be increased to seventy two (72) hours.

Effective May 1, 2009, \$300 per year of the seventy-two (72) hours of holiday pay compensation shall be contributed in equal monthly installments directly into the employee's Post Employment Health Plan (PEHP) account.

Section 5. The employer is authorized to deduct and pay to the Trustee of the Post Employment Health Plan (PEHP) Section 501(c)(9) Voluntary Employee Benefit Association (VEBA) account established as described in Exhibit G of this agreement for the benefit of the employee, \$300 of compensation in accordance with Sections 3 and 4 above. The costs for establishing the VEBA and ongoing administrative costs shall be borne exclusively by the Union and/or employee.

ARTICLE 11

COMPANY STRENGTH

Section 1. Each engine and ladder truck company in the Decatur Fire Department shall, at all times the same is in service, be attended by not less than three employees in the classified fire service, one of whom shall be an officer. During temporary periods not to exceed two hours in duration, such apparatus may be staffed by two employees, one of whom shall be an officer.

When Station 1 manpower is available, not less than 4 employees shall be assigned to Truck 1. When less than the required number of employees in the classified fire fighting service are available for duty to meet the three person minimum on all in-service companies, and there are no such employees available from other companies of the same shift, as many such employees as are necessary to maintain the minimum company strength to so staff said

equipment shall be called in from other shifts in accordance with the overtime provisions of this Memorandum.

No more than two companies shall be scheduled out of service for training at any one time, and during those times when one company is "browned out," not more than one company shall be scheduled out of service for training. Companies scheduled for training while in-service shall remain in their respective still territories during said training.

No more than two companies may be placed out of service at any one time. The Department shall implement these provisions by reasonable rules to carry out the intent thereof and to prevent interruption of fire protection and emergency response to the City.

ARTICLE 12

ON-THE-JOB ILLNESS, INJURY OR DISABILITY

Section 1. The city shall provide worker's compensation in accordance with the Worker's Compensation Act, and shall pay such compensation as is required by 5 ILCS 345/1, for all employees in the classified service.

Section 2. An employee who becomes ill, injured or disabled shall report to his supervisor such fact as soon as possible.

Section 3. (a) The City shall offer light duty assignments, as provided herein and based upon a physician's approval, to employees who are unable to perform full duty responsibilities because of job-related illness, injury or disability; provided that, this section shall only apply if such work is available and there is a reasonable expectation that the employee will be able to assume the full duties of the position within 12 months. In the event the City's physician concludes an employee is capable of performing a specific light duty assignment and the employee's physician disagrees:

- (i) if the employee has filed for adjustment with the Industrial Commission, the opinion of the Commission, or an arbitrator thereof, shall control, and said employee shall not be required to report for light duty until said Commission or arbitrator has so ruled;
- (ii) if the employee has not filed for adjustment with the Industrial Commission, both the City and the employee shall retain all rights granted by statute.

(b) For employees on leave for off-duty illness, injury or disability, light duty assignments shall be assigned only with the mutual consent of the Fire Chief and the employee.

(c) Light duty assignments shall not involve make work, but shall consist of bona fide work assignments related to or in support of the City's fire suppression and fire prevention. A light duty assignment shall not be used to displace employees from performing such work. Effective May 1, 2005, an employee who is on duty-injury leave will be required to perform said light duty assignment if so offered, as provided in subparagraph (a), and shall be assigned to his normal shift (i.e. 24-hour shift employees to 24-hour shifts; Fire Inspector to 40-hour shift.) for a period of

six months (180 days from the date of assignment to light duty) provided, that if the employee is not released to perform regular duty after 6 months, the Fire Chief shall have the discretion to assign such employee to a 40 hour work week consisting of 8 hour work days, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m. All decisions shall be made fairly and impartially.

ARTICLE 13

SICK LEAVE

Section 1. (a) Except as provided in subparagraph (b) hereof, full time employees in the classified fire fighting service shall accrue 24 hours of sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 5,760 hours. Effective July 3, 2014, full time employees in the classified fire fighting service shall accrue 20 hours of sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 4,800 hours. Employees who have accumulated in excess of 4,800 hours of sick leave prior to this date shall be “grandfathered” as to the use of all excess accumulations.

(b) Upon assignment as a Fire Inspector, pursuant to Article 8, subparagraphs 9 (a) and (b), an employee shall be credited with one (1) hour of sick leave for each three (3) hours of such leave that said employee had accrued on the day of assignment. Thereafter, a Fire Inspector and employees assigned as Fire Inspectors shall accrue eight (8) hours of sick leave for each month of continued service uninterrupted by resignation or discharge, up to a maximum accumulation of 1,920 hours. Effective July 3, 2014, a Fire Inspector and employees assigned as Fire Inspectors shall accrue six and two-thirds (6.67) hours of sick leave for each month of continuous service uninterrupted by resignation or discharge, up to a maximum accumulation of 1,600 hours. Employees who have accumulated in excess of 1,600 hours of sick leave prior to this date shall be “grandfathered” as to the use of all excess accumulations. Upon removal from assignment as a Fire Inspector, any such employee shall be credited with three (3) hours of sick leave for every one (1) hour of such leave that said employee had accrued on the day of removal there from.

Section 2. (a) Except as provided in subparagraph (b) hereof, accumulated sick leave days may be used for illness, injury or off-the-job incurred disability. Twenty-four (24) hours of accumulated sick leave credit with pay shall be deducted from such employee's sick leave accumulation for each duty day not worked due to illness, injury or off-the-job incurred disability. The employee may elect to use sick leave in twelve (12) hour increments, provided the leave commences only at either the beginning or the middle of the duty day.

(b) One (1) hour of accumulated sick leave credit with pay shall be deducted from the sick leave accumulation of each Fire Inspector or employee assigned as a Fire Inspector for each duty hour not worked due to illness, injury or off-the-job incurred disability.

Section 3. An employee who qualifies for the benefit described in Section 10 or 11 of this Article and who uses sick leave credit while absenting himself from the job due to illness, injury or off-the-job incurred disability for one working day or any part thereof for which no physician's verifying statement is provided to the City shall be entitled to full pay for each of such days or parts thereof only for the first three days during the period of May 1 through the following April 30 that such employee so absents himself; beginning the fourth day that such employee so absents himself from the job, and on all such similar occasions until the end of such annual period, a physician's statement may be required for each absence and the employee shall be entitled to

only one-half day of pay for the first day of such absence, or payment for only half of the time absent if less than one full day regardless of whether only one working day or part thereof or two or more consecutive scheduled working days discounting any intervening earned or scheduled days off are missed, and only one-half as much sick leave credit shall be deducted from such employees sick leave accumulation as would otherwise be deducted for such first day or part thereof. For the employee who does not qualify for the benefit described in Section 10 or 11 of this Article, a physician's statement may be required for any and every absence, and the provision of this Section 3 regarding pay and sick leave credit shall apply beginning the first time that such employee so absents himself from the job, and on all such similar occasions until the end of such annual period. In any case, an employee shall be entitled to full pay for all time absent from the job due to illness, injury or off-the-job incurred disability if such employee provides the city with a physician's statement that such employee was injured, all or otherwise physically disabled on the date in question and if such employee has sufficient sick leave credit accumulated to cover such an absence and uses the same. Notwithstanding any of the provisions of this Section 3, a physician's statement may be required before sick leave pay is paid for any employee who uses sick leave credit while absenting himself from the job due to illness, injury or off-the-job incurred disability on any official City holiday.

Section 4. An employee who becomes ill, injured or disabled off-the-job shall so notify his/her immediate supervisor and shift supervisor by 06:15 of the duty day of absence. In the absence of evidence of extenuating circumstances, an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 5. In all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement will be required before sick leave is paid. Such statements shall set forth reasons for the employee's inability to perform his duties, the date of return to work (if available), and the date of the next visit (if applicable), and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his duties.

Section 6. If an employee is on sick leave and it is determined by a physician that said employee will be unable to return to work within an amount of time equivalent to his remaining unused sick leave or within one (1) year from the commencement of sick leave, whichever would occur first; said employee no later than ten (10) days after receipt of physician's notice or immediately after expiration of the one (1) year of sick time, whichever occurs first, shall apply for disability benefits if he is eligible for such benefits and if granted, sick leave payment will be stopped at the earlier of either the exhaustion of sick leave days or one (1) year after the commencement of sick leave, whichever is earlier. If disability is awarded by the employee's retirement fund, he may choose to be paid for his unused sick leave at one-half his normal daily rate of pay for each 24 hours of unused sick leave or he may retain his remaining sick leave and be credited therewith if and when he returns to duty. Promotional vacancies shall be filled within thirty (30) days of the Pension Board's written determination as to the disability, provided there is a promotional register in effect or if not, immediately upon the effective date of a new promotional register.

Section 7. An employee found engaged in other employment comparable to his regular duties while on sick leave shall be subject to disciplinary action.

Section 8. Upon retirement from, or death while in, the classified fire fighting service, an employee shall be paid \$100.00 per accumulated day of sick leave up to 100 days and \$200.00 per accumulated day of sick leave from 101 days up to 200 days, to a maximum payment of thirty

thousand dollars (\$30,000.00). Payment shall be made into the employee's Section 501(c)(9) Post Employment Health Plan (PEHP) account as established in Exhibit G of this agreement. The costs for establishing the PEHP and ongoing administrative costs shall be borne exclusively by the Union and/or employee. For purposes of this section, if a Fire Inspector retires as such, he shall be paid on the basis of 8-hour days. The provisions of this Section 8 of this Article are effective July 3, 2014.

Section 9. Other than regular shift employees in the classified fire fighting service shall accrue six and two-thirds (6.67) hours of sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 200 8-hour days. Effective July 3, 2014, employees who have accumulated in excess of 1,600 hours (200 days) of sick leave shall be "grandfathered" as to the use of all excess accumulations. One day accumulated sick leave credit with pay shall be deducted from sick leave accumulated for each duty day not served due to illness.

Section 10. Any 24-hour shift employee who has accumulated 2400 hours of sick leave as of each May 1st shall be granted one day's leave with pay, and any 40 hour employee who has accumulated 800 hours of sick leave as of each May 1st shall be granted eight (8) hours leave with pay, to be used at any time during the period of May 1 through the succeeding April 30. Sick leave days deducted for payments pursuant to Article 12 of this Agreement shall not be deducted from an employee's total accumulation for purposes of this section. The leave time granted employees under Sections 10 and 11 of this Article shall not be accumulated and carried over into the following period of May 1 through the succeeding April 30, except with the approval of the City Manager, or if the employee was requested to delay the taking of the leave by the Fire Chief with the approval of the City Manager.

Section 11. Any 24-hour shift employee who has not accumulated 2400 hours of sick leave as of each May 1 (including employees hired after May 1, 1987) shall be each entitled to one days' leave with pay, and any 40 hour employee who has not accumulated 800 hours of sick leave as of each May 1 (including employees hired after May 1, 1987) shall be each entitled to eight (8) hours leave with pay to be used at any time during the period of May 1 through the succeeding April 30, if as of May 1 of each such annual period such employee has accumulated 75 percent (75%) of the maximum possible accumulation of sick leave that such employee could have earned since either May 1, 1987, or the employee's date of hire, whichever is later. Sick leave deducted for payments made pursuant to Article 12 of this Agreement shall not be deducted from an employee's accumulated total for purposes of this section. At such time as 75 percent (75%) of an employee's maximum possible sick leave accumulation calculated as herein described is equivalent to either 2400 hours for a 51.8 hour per week employee or 800 hours for a 40 hour per week employee, then as of the next succeeding May 1st such employee may only qualify for the leave provided in this Section 11 by meeting the standards set forth in Section 10 hereof.

Section 12. A 24-hour shift employee may divide the leave day specified in Sections 10 and 11 of this Article 13 into two 12-hour paid leaves. A request for a full day of such leave by one employee shall have priority over a request for a divided day, as herein provided, by another employee only if such request for a full day is submitted prior to 12:00 P.M. on the duty day preceding the duty day so requested. All requests to divide a day of such leave must be submitted prior to mandatory sign-up.

ARTICLE 14

LEAVES OF ABSENCE

Section 1. Leave with pay of two duty days for 24-hour employees, or thirty two (32) consecutive duty hours plus eight (8) duty hours travel time if out of state for 40-hour employees, shall be granted a full-time employee in the classified fire fighting service in the event of a death in the immediate family. Immediate family includes only: (a) spouse, children, stepchildren and spouse of children; (b) parents, stepparents of the employee or the employee's spouse; (c) brothers, stepbrothers, sisters, and stepsisters of the employee and of the employee's spouse; and, (d) grandchildren, step grandchildren and grandparents, and step grandparents of the employee and of the employee's spouse.

Section 2 (a). An emergency is hereby defined as a situation of a serious nature involving an occurrence or occurrences unknown to an employee at the beginning of his or her shift. If a serious or unexpected emergency occurs to the spouse or children or a member of the immediate family of an employee in the classified fire fighting service, such employee will be allowed to leave his duties while the emergency exists subject to department needs during periods of public safety concern such as, but not limited to, fires, explosions or natural disasters, but not including basic staffing requirements absent such conditions.

Arrangements to enable the employee to return to duty on the next duty day must be made if the emergency continues beyond the duty day on which it first occurred.

(b). If an employee wishes to leave duty to attend the birth of his child, such an employee may, at his option and in addition to any rights conferred by subsection (A) hereof, use one (1) day of sick leave, or part thereof, for attendance at such birth.

Section 3. A full-time classified employee in the fire fighting service who is a member of the reserve unit of the armed forces of the United States will be granted leave for military duty, training sessions or schools in accordance with applicable federal and state laws.

Section 4. An employee in the classified fire fighting service who fails to return to duty at the time specified on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 5. In cases of leave of absence which are for more than thirty (30) days in length, the city may require a physical examination for an employee granted such leave and may require such an examination before reinstatement of the employee. If such examination is required before said leave is granted and the results thereof are found to be substantially the same as disclosed by the examination before the leave, the employee shall not be disqualified from disability for reinstatement.

Section 6. Employees duly appointed to serve as members or alternates of the union's bargaining committee for purposes of negotiating agreements with the City covering wages, hours, and other conditions of employment, and employees duly appointed to attend grievance meetings and hearings with the City, shall be permitted to attend such bargaining sessions, and such meetings and hearings, during regularly scheduled hours of duty with no loss of pay.

ARTICLE 15

OTHER BENEFITS

Section 1 (a). Work clothes and turnout gear for employees in the classified fire fighting service, other than personal items such as shoes, belts, underwear, socks and similar items, shall be furnished and replaced by the City.

(b) All shirts shall be provided to employees with patches sewn on; provided that, the City shall first exhaust its inventory of same in existence on March 27, 1996.

Section 2. The employee having custody of any clothing or equipment or property furnished by the City shall have the responsibility for the proper care, custody, cleaning and keeping thereof.

Section 3. If items of personal property are lost or damaged in the line of duty not due to neglect, the employee will be compensated for the same up to a maximum of one-hundred fifty (\$150.00) dollars per item.

Section 4. The City will reimburse the pre-approved cost of tuition and textbooks for fire officer's certification and for courses directly related to an employee's job, up to a maximum of one thousand dollars (\$1,000). The City will reimburse half the cost of tuition and textbooks for pre-approved courses indirectly related to an employee's job.

Section 5. In the event of a line of duty death to a Firefighter, the City shall pay a maximum of \$10,000 for funeral expenses.

Section 6. The City shall pay any unreimbursed expenses for follow up medical testing for any evaluation required by Administrative Policy F-482, entitled "Employee Respiratory Protection Program", for any employee who passes such evaluation. Prior to requesting payment from the City, the employee shall submit claims for all such expenses to the City's group health insurance program and to any other applicable program of coverage, and shall supply to the City all explanations of benefits and proofs of expenses for any such follow up medical testing.

Section 7. The city shall allow Local 505 members to participate in the International Association of Fire Fighters-FC Frontline deferred Compensation programs.

ARTICLE 16

INSURANCE

Section 1. (a). PPO Insurance Benefits. The City shall provide medical, major medical and hospital group insurance for each employee with benefits not less than those benefits in effect as of October 30, 2006 and as described in Exhibit C (PPO Plus), including a daily hospital room benefit sufficient to pay the minimum double room rate available in the city of Decatur for one person in such room. The City shall also provide group life insurance in the amount of \$25,000 for each employee.

(b) Exemption. The Union agrees that any high deductible insurance benefits negotiated or established in accordance with the reopener in Section 5 of this Article are exempt from the foregoing requirements of Section 1 (a) that the insurance offered has "benefits not less than

those benefits in effect as of October 30, 2006”, and such may be offered by the City to all employees without violation of this section. This exemption shall apply to any program with benefits as summarized in Exhibit C and currently in effect, or scheduled to take effect during the term of this Agreement, including those in Exhibit C to take effect January 1, 2012, and January 1, 2013. Any change or modification thereto, or other medical, major medical or hospital group insurance plans or benefits the City might desire to offer shall be required to meet the requirements of Section 1 (a), except as expressly provided in Section 1 (b) hereof, or as agreed upon in Section 5 below.

Section 2. Allocation of Premium Costs. The City and the employee shall pay the following premium costs for employees and their dependents who enroll in the PPO insurance plan as provided in Section 1(a). Effective May 1, 2010, the employee shall contribute \$15 per month for single coverage and \$75.00 per month for family coverage, and the City shall contribute the remainder. Effective May 1, 2011, the employee shall contribute \$30.00 per month for single coverage and \$100.00 per month for family coverage, and the City shall contribute the remainder. Effective May 1, 2012, the employee shall contribute \$45.00 per month for single coverage and \$125.00 per month for family coverage, and the City shall contribute the remainder. Effective April 30, 2013, the employee shall contribute \$60.00 per month for single coverage and \$150.00 per month for family coverage, and the City shall contribute the remainder.

On May 1, 2014, and May 1 of each year thereafter, monthly employee contributions for single and family coverage for the City’s insurance benefit plan shall change by the same percentage (increase or decrease) as the plan premium percentage change effective January 1 of that year, as determined by the City’s Risk Management Division; except that no annual increase in monthly employee contributions shall exceed seven and one half percent (7.5%). Effective January 1, 2018, no annual increase in monthly employee contributions shall exceed eight and one half percent (8.5%). Changes in employee contributions shall be rounded to the nearest whole dollar. Notice of the plan premium percentage change shall be provided to the Union, and upon written request, documentation substantiating the percentage change shall be provided to the Union at the time of plan renewal.

Upon written authorization by an employee, the City shall deduct from the wages or salary of such employee each sum as is certified by the City as premium payment for enrollment in the City dental insurance plan.

Section 3. Section 125 Flexible Spending Account. The City shall continue to maintain a Section 125 Flexible Spending Account plan for purposes of allowing employees to make contributions for unreimbursed medical and dependent care expenses and premium costs for city provided health insurance as authorized by 125 of the Internal Revenue Code.

Section 4. Those employees under the age of 65 years who retired after May 1, 1981, and who enrolled, on October 31, 1990, in the group plan established by the Union, and those employees who retire after November 1, 1990, and those employees who are or have been placed on disability pension pursuant to State statute on or after November 1, 1990, shall be entitled to belong to the employee and dependent medical, major medical and hospital insurance programs provided for employees under the provisions of this Agreement, provided that such retired or disabled employees pay the entire premium for such insurance. Such employees must notify the City in writing of their intention to exercise the option provided for herein not later than (a) November 10, 1990, or (b) ten (10) days after retirement or approval of a disability pension, whichever date is later.

Section 5. Health Insurance Reopener. Effective September 1, 2008 either party may reopen this Article for negotiation by serving written notice of its desire to do so upon the other party. Any such reopener negotiations shall be limited to the subject of the establishment of additional high deductible options to the basic PPO Plus plan described in the Article and Exhibit C. In addition, the City may reopen this Article to negotiate the impact of Federal health care reform requirements upon the City and its health insurance program. In the event this Agreement is modified to provide for any additional high deductible option, unless the parties mutually agree otherwise, one of the options shall include a high deductible/HSA (Health Savings Account) option with the amounts of individual, family deductibles, out-of-pocket maximum expenses and the apportionment of savings from premium deductions resulting from the implementation of any high deductible options to be determined by the reopener negotiations process.

Upon notice the City and the Union shall negotiate for a period of up to 60 days or longer if mutually agreed. If the City and Union fail to reach agreement during such reopener negotiations, then either the City or the Union may seek to have their dispute resolved in accordance with Article 14 of the Illinois Labor Relations Act, except that the tripartite panel shall be waived and the panel of arbitrators shall be requested from FMCS and shall consist of seven (7) members of the NAA who reside in Illinois, Wisconsin or Indiana.

Section 6. The Employer and Union both agree that the failure of the City to not provide health insurance to an employee who elects to opt out shall not constitute a violation of the collective bargaining agreement.

Effective July 3, 2014, employees covered under this Memorandum of Agreement shall be allowed to opt out of or elect not to participate in the City's health insurance plan. Employees making such election shall be required to show proof of health insurance coverage through another source to the City. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance the employee shall not be removed from Employer's insurance plan. An employee electing to opt out of the Employer's health insurance plan shall be allowed to subsequently enroll in the Employer's health insurance plan per the applicable provisions of Federal and State law.

Employees opting out of the City's health insurance plan and who are not enrolled in the City's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for benefits under the City's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee represented by this Memorandum of Agreement whose spouse is also an employee represented by this Memorandum of Agreement may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the City's insurance plan and be dropped as a dependent under the spouse's coverage.

ARTICLE 17

WORK RULES AND CONDITIONS

Section 1. The City and the Union agree to use their best efforts to make safe working conditions for fire fighters to reduce injuries and death.

In order to promote safety and as far as is practicable to eliminate accidents, injuries, and death in the fire service, the City and the Union hereby agree that a safety committee shall be formed and shall be comprised of one representative from management and one representative from each battalion selection by the Union.

This committee shall meet at least quarterly to identify, discuss and make recommendations concerning health and safety conditions, accidents, protective devices and clothing, equipment and any other work hazards or unsafe working conditions.

The City shall permit committee members reasonable access to any fire department facility or department records when investigating health or safety conditions, unless prohibited by law or exigent operational circumstances.

Section 2. The City may adopt reasonable rules not in conflict with the provisions of this Memorandum for the Operations of the Department and the conduct of the employees in the classified fire fighting service to encourage and maintain the proper and efficient operation thereof. The City shall promptly provide the Union with a written copy of any rule change so made.

Section 3. Immediately upon discovering that an employee in the classified fire fighting service is unable to report for duty and not later than the shift starting time, such employee's supervisor shall be notified of the absence from duty of such employee. This provision shall not be interpreted as condoning repeated absences from duty and evidence of justifiable cause for any absence may be required to be furnished by the employee.

In the absence of extenuating circumstances an employee whose supervisor is not notified within two duty days after the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 4. All employees in the classified fire fighting service shall report to duty on time and shall faithfully and efficiently perform the requirements of their duties, shall not depart there from until the termination thereof and shall otherwise conduct themselves in a manner as to be a credit to the public service and to increase and promote the dignity of such service and the respect of the public for the same.

Section 5. Disciplinary matters and matters of discharge or removal in or from the classified service shall be governed by the applicable provisions of the State Civil Service Law for Cities and the ordinances of the city and the rules of the Civil Service Commission adopted pursuant thereto except as modified by the provisions of Article 18.

Section 6. Use of any tobacco products, including but not limited to snuff, chewing tobacco, cigars, cigarettes or pipe, is prohibited while on duty for any employee whose date of hire is later than April 30, 1990. The Fire Chief shall designate smoking areas outside each fire station.

Section 7. All newly hired employees shall be required to obtain and maintain certification as EMT-I's subject to the conditions of this section. Such employees shall be assigned to attend classes to secure EMT-I certification in seniority order when directed by the Chief at an available class opening for he is qualified. It is expected that such certification shall ordinarily be completed no later than three (3) years after hiring, subject to the following conditions:

- (1) An available class opening is defined as one approved by the system resource hospital and in the system resource hospital area.
- (2) In the event the number of certified EMT-Is is sufficient (i.e., above the minimum number determined and set forth in writing by the Chief), the Chief may delay such training to avoid certifying a number of EMT-Is in the excess of the minimum number established by the Fire Chief.
- (3) Prior to exercising the exception specified in (1) above, the Fire Chief shall survey the EMT-Is who are eligible to downgrade (completed 2 license certification periods) to determine whether downgrades are planned within the next twelve (12) months. No delay shall be allowed to the extent that it would directly delay the downgrade of an eligible EMT-I planned within the next twelve (12) months.

Downgrades: (a) The chief shall determine the number of EMT-Is to be maintained at all times in order to provide service to the citizens. EMT-I assignments shall be distributed equally so that there are an equal number assigned to each battalion.

There shall be a sufficient number of employees certified as EMT-Is (or greater) to continuously staff the number of EMT-I vehicles as described by Exhibit D in this Agreement.

(b) Any eligible EMT-I (one who has completed two license certification periods) wishing to downgrade to an EMT-B shall state his/her intentions in writing to his shift commander prior to October 1 of each year. All requests shall be prioritized by department seniority regardless of when and the number received. Downgrade requests shall only be allowed until the department total reaches the minimum number established and set forth in writing by the Chief. Any other requested downgrades will have to wait until there is an EMT-I available so that the minimum staffing is maintained. Any request not honored in a calendar year, must be resubmitted. On October 1, the shift commanders will forward all downgrade requests to the Fire Chief for prioritizing. The Fire Chief and Union President will review and prioritize the requests. The most senior employee who has completed the two (2) license certification periods (8 years) timely submitting a request for downgrade shall have first priority.

(c) If at any time, due to retirement, resignation, or extended disability, the number of EMT-Is fall below the number specified by the assignments on Exhibit D on a battalion, the Fire Chief will have the option to transfer the least senior EMT-I from a sufficiently staffed battalion to maintain minimum staffing of the affected battalion. When the affected battalion reaches its specified level of staffing, the transferred EMT-I shall be transferred back to his/her original battalion.

(d) No downgrade request will be allowed to drop below the EMT-B level, based on the level of qualifications as of May 1, 2004, except for employees who have voluntarily certified as EMT-Bs prior to April 5, 1988. If those qualifications change, either party may request to reopen this section.

ARTICLE 18

GRIEVANCES

Section 1. A grievance is hereby defined as an actual dispute between the city and the union or an employee covered by this agreement concerning only the application, meaning or interpretation of the terms of this agreement as they affect the members of the Union or said employees.

Section 2. (a) All discipline, reprimands, suspensions and discharges shall be for just cause only.

(b) Disciplinary reprimands, both oral and written, may be grieved pursuant to the provisions hereof, but such reprimands may not be referred to arbitration as provided in Section 7 hereof; as to such reprimands, the decision of the City Manager is final. All other disciplinary actions are subject to the provisions of this Article, as modified by this section.

(c) Suspensions, and discharges, may be grieved pursuant to the provisions hereof, including binding arbitration, and in lieu of any proceedings otherwise available before the Civil Service Commission. In such cases, it shall be unnecessary to file said grievance pursuant to Sections 4 and 5 hereof, the notice to the City Manager's Office provided for herein being sufficient to give the arbitrator jurisdiction of the matter, and said time limits herein provided being the only such limits regarding notice of intent to arbitrate required to be met by such employee, any provisions of Section 8 to the contrary notwithstanding. In order to exercise the option provided for hereunder to refer a matter to an arbitrator rather than the Civil Service Commission, or to have an arbitrator adjudicate a suspension not within the jurisdiction of the Civil Service Commission, an employee must file with the City Manager's Office, in writing, a notice that such employee wishes such suspension or discharge to be referred to arbitration, which arbitration shall be conducted pursuant to the provisions of this Chapter except where expressly modified by the provisions hereof. Such a notice must be filed not later than the end of the fifth business day following the notice to the employee of the discipline to be imposed. Failure to file such a notice within the time limits provided herein shall constitute a waiver of the right of such employee to have said matter arbitrated, and any disciplinary proceedings initiated following such failure to file such notice, if any are required, shall be pursuant to the Civil Service law. A decision by either the Civil Service Commission or an arbitrator shall preclude consideration of the same matter by the other.

(d) The filing of a grievance or a notice of intent to arbitrate under the provisions of this Article precludes the employee from any other review, appeal or hearing otherwise available or required by law, unless expressly permitted herein.

Section 3. No arbitration order or award entered under the provisions hereof may limit or interfere with the powers, duties and responsibilities vested in the City Council under applicable State law.

Section 4. The Union or any employee covered by this Agreement shall first attempt to resolve any grievance orally with the appropriate battalion or division chief. The battalion or division chief will attempt to resolve the dispute whenever possible, and if not settled, state reasons why such was not possible. Grievances settled at this level are not precedent for future grievances.

Section 5. A Battalion Chief shall respond to the Union's grievance within five (5) business days. If the Union is not satisfied with the particular battalion or division chief's response, the written grievance may be filed with the Fire Chief. The grievance shall state in simple and concise terms the nature of the dispute and shall specify the portion of the Agreement which the Union or the employees feels is being violated. The Fire Chief shall meet with two (2) representatives within ten (10) business days after receiving the grievance. The Fire Chief shall give said officer's response in writing within five (5) business days thereafter. A "business day", for the purposes of this Article, shall be any day on which the City's Administrative Offices are open and conducting business.

Section 6. If the union is not satisfied with the Fire Chief's response, the written grievance may be referred to the City Manager within five (5) business days after the Fire Chief's decision.

The City Manager shall meet with two representatives within fifteen (15) business days after receiving the grievance. The City Manager shall give the City's response in writing within five (5) business days with his decision.

Section 7. If the union is not satisfied with the City's response, the written grievance and the City's responses may be referred to arbitration by so notifying the City Manager's Office in writing within ten (10) days after the City Manger's decision.

The City and the Union shall attempt to agree upon an arbitrator.

If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from its grievance arbitration panel, which arbitrators are members of the National Academy of Arbitrators and are residents of Illinois. Both the City and the Union shall have the right to alternately strike three names from the panel with the party striking first to be determined by a coin toss. The remaining person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s). All hearings shall take place in the city of Decatur, Illinois, unless otherwise mutually agreed.

Section 8. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. He shall only consider and make a decision with respect to the specific issue submitted to him in writing, and shall have no authority to make a decision as to any other issue not so submitted to him or as to any issue not covered by the terms of this agreement. In the event that the arbitrator finds a violation of the terms of this agreement, he shall fashion an appropriate remedy within the limits provided herein. The arbitrator shall have no power to make a decision that is contrary to the laws of the State of Illinois or the United States. The arbitrator shall submit his written decision to the parties within thirty (30) business days of the close of the hearings or the submission of briefs, whichever is later, unless the parties agree to an extension. A decision rendered consistent with the terms hereof shall be final and binding and may be enforced at the instance of either party pursuant to the procedure in the Illinois Public Labor Relations Act. The pendency of any proceedings for review of the arbitrator's decision as allowed by law shall not automatically stay the order of the arbitrator.

Section 9. For all arbitrations, the losing party shall bear the cost of the arbitration, as well as the cost of providing the arbitrator a transcript of the hearings. In the event that the decision of the arbitrator finds in part for each party the arbitrator shall provide in his order for the assessment and division of such costs. All proceedings shall be transcribed unless mutually

agreed to the contrary. Each party shall be responsible for compensating its own representatives and witnesses.

Section 10. No grievance shall be entertained or processed unless submitted, in writing to the Fire Chief, as per Section 5 hereof, within fifteen (15) business days of the date that the employee knew or should have known of the event giving rise to a grievance. Any award to an aggrieved employee for a violation of the terms of this agreement shall be limited to consideration of only the said fifteen (15) business days immediately preceding the filing of the grievance plus any period thereafter during which such practice continued. If a grievance is not appealed by the union or the employee to the next step in the procedure set out herein within the time limits set forth or as mutually extended in writing, it shall be deemed waived and settled on the basis of the city's last response.

Section 11. The affected employee shall have the right to be present at any of the hearings provided for herein if such employee so chooses.

Section 12. If a request for arbitration is made as provided in Section 7 hereof and the parties are unable to mutually agree upon an arbitrator within 10 business days thereof, then FMCS must be so notified in writing, and asked to submit a panel of arbitrators as therein provided, within 45 business days of the date said request for arbitration was received by the City Manager's Office. Upon the receipt of said panel, the union must within seven (7) business days thereof notify the City that it is willing to meet or otherwise confer with the City within 14 business days of said notice for the purpose of selecting an arbitrator. The City shall meet with the Union within said 14 business days. For the purposes hereof, notice shall be considered served on the date of mailing. If such notices are not served within the time limits provided herein, no arbitrator shall have authority or jurisdiction to decide the matter and the same will be deemed settled on the basis of the City's last response. The time limits established herein may be extended by mutual agreement, in writing, of the parties.

ARTICLE 19

INTERRUPTION OF DUTY

During the term of this agreement, there shall be no strikes, slow downs, unauthorized absenteeism or interruption of duty or other interference with the efficient operation of the fire fighting service and the operation of the Fire Department of the City.

ARTICLE 20

CITY AUTHORITY

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the city and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibility thereof to the people of the city; provided that, nothing in this Article shall be construed as abridging or limiting in any manner the jurisdiction or authority of any arbitrator appointed or otherwise selected for any purpose under the provision of Article 18 hereof or the Illinois Public Labor Relations Act, and all decisions of such arbitrator shall be fully binding upon the City, as provided by law.

Section 2. Unless otherwise limited by this Agreement, and the Illinois Public Labor Relations Act, Section 1604, the City retains all management rights and powers granted it by law.

Said rights and powers are subject to the terms and conditions of this Agreement and are by way of example but are not limited to the following: The right to operate and manage all manpower, facilities and equipment; to deliver fire protection, fire prevention and emergency medical services to the citizens of Decatur; the right to establish functions; the right to establish and modify the organizational structure; the right to select, direct and determine the number of personnel and the right to establish work schedules.

This Agreement shall be construed however as requiring the employer to follow the provisions of this Agreement in the exercise of the foregoing rights.

ARTICLE 21

NON-DISCRIMINATION

Section 1. During the term of this Memorandum of Agreement, in accordance with applicable law neither the City nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, national origin, political affiliation or with regard to whether any person is or is not affiliated with the Union.

ARTICLE 22

SAVINGS CLAUSE

Section 1. Should any article, section or portion thereof of this Memorandum of Agreement be held unlawful, or unenforceable, by any Court of competent jurisdiction, such decision of the court shall apply only to that specific article, section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein.

Section 2. This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. The city and the Union acknowledge that this agreement supersedes and cancels all ordinances, practices, side agreements, and other understandings inconsistent with this Agreement. All practices, side agreements and other understanding not inconsistent with this Agreement will remain in effect.

Recognizing the fact that it is not possible for agreements of this kind to cover every contingency that may arise, both parties hereto, in conference, may and will make any mutually acceptable adjustments which appear desirable to meet changing conditions, with the understanding that such supplemental agreement(s) shall be put in writing, shall reference this Article and shall be ratified by the parties and signed by the City Manager, Union President and Union Secretary. Said supplemental agreements shall be attached to this agreement and made a part thereof and subject to all of its other terms and conditions.

In agreeing to this Article the Union expressly does not waive its right to impact or effect bargaining for the life of this Agreement, as allowed under the Illinois Public Labor Relations Act.

ARTICLE 23

TERM OF AGREEMENT

Section 1. This Agreement and each of its provisions shall be effective as of January 1, 2017 and shall continue in full force and effect until December 31, 2019 and thereafter from year to year, unless either party shall notify the other in writing not later than October 1st prior to the anniversary date of this agreement that it desires to modify or amend the same.

If notice is timely given as provided herein, this agreement shall remain in full force and shall be effective during the period of negotiation and, if necessary, during impasse resolution procedures.

Section 2. If notice to modify or amend is given as provided in Section 1 hereof, then negotiations on a successor agreement shall commence not later than November 1st, or some other date mutually agreed to by the parties hereto.

ARTICLE 24

HEALTH AND PHYSICAL FITNESS

The parties agree that safe performance of the duties of a member of the classified fire service requires high levels of physical fitness and mental alertness. Accordingly, the parties agree to strive to better wellness and fitness training for Fire Department personnel.

Wellness and Fitness Program. The City and the Union agree to establish a voluntary employee wellness and fitness program. To participate in the program, the employee must receive an annual physical examination (which must be completed in conjunction with the employee's periodic respirator physical exam provided by the City at the City's expense, and the results of which must address, at a minimum, each of the following criteria). The employee must;

- 1) abstain from use of tobacco products;
- 2) maintain blood pressure in the American Heart Association recommended acceptable range;
- 3) maintain cholesterol in the American Heart Association recommended acceptable range;
- 4) maintain fasting blood glucose level in the American Diabetes Association recommended acceptable range;
- 5) pass all components of the periodic respirator physical exam; and
- 6) participate in a regular exercise program (examples of which can be found in NFPA 1583, Section 7.1) of moderate exertion, lasting at least 30 minutes per day, for a minimum of four days per week. On duty exercise shall be validated by the employee's Captain; off duty exercise shall be self-validated through a log with the date, time, type and location of the exercise.

To receive credit for participating in the program, the employer's physician must certify to the Fire Chief, on a form provided by the Department, that above criteria 1 through 6 have been met. An

employee must produce the exercise log to the physician to obtain certification of criterion number 6.

Employees who choose to enroll in the wellness and fitness program shall do so on or before January 1, 2013, or for employees beginning employment after January 1, 2013, within 30 days after beginning employment.

Employees who elect to participate in the program shall be required to pass and/or fulfill all established standards. Effective April 30, 2013, all such employees who pass or fulfill such standards, at least annually by November 30 of each year, as certified by the physician administering the annual respirator physical examination as stipulated above, shall be eligible to receive a \$600 stipend toward the cost of medical expenses for the following calendar year. To receive the stipend, the employee must enroll, during December of the year in which he/she qualifies for the stipend, in the Premium Conversion and/or Medical Care Reimbursement Accounts of the City's Section 125 Flexible Spending Account (FSA) plan, as referenced in Article 16, Section 3 of this Agreement in a total amount not less than that of the stipend, for the following calendar year. The stipend shall be prorated and payable bi-weekly for the duration of the employee's enrollment in the above-stipulated FSA accounts during that calendar year.

The parties agree to establish a joint wellness/physical fitness committee, which shall consist of six (6) persons, three (3) appointed by the Fire Chief and three (3) appointed by the Union president. The committee shall meet from time to time to explain and promote the wellness and fitness program to the employees.

ARTICLE 25

DRUG TESTING

Section 1. The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them, obey the law, and be fit and free from the effects of drug and alcohol abuse.

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

Section 2. (a) "Drugs" shall mean any controlled substance listed in 720 ILCS 570/100 et. seq. known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Methaqualone
Morphine	Tranquilizers
Codeine	Cocaine
Heroin	Amphetamines
Meperidine	Phenmetrazine

Marijuana	LSD
Barbiturates	Mescaline
Glutethimide	Steroids
Psilocybin-psilocin	MDA
PCP	Choloral Hydrate
Hash	Methylphenidate
Hash Oil	

(b) The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

(c) "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of drugs or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

Section 3. Prohibitions. Firefighters shall be prohibited from:

(a) Consuming or possessing alcohol or illegal drugs any time during the work day on any of the city's premises or job sites, including all city buildings, properties, vehicles and the employee's personal vehicle while engaged in city business.

(b) Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.

(c) Being under the influence of alcohol or prescribed drugs during the course of the work day.

(d) Failing to report to Battalion Chief any known adverse side effects of medication or prescription drugs which they are taking.

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

Section 4. Use of Alcohol or Legal Drugs Prior to Emergency Recall. The parties recognize that employees may be placed in a conflict arising from that the fact that employees are not prohibited from consuming alcohol or legal drugs while off duty but are subject to emergency recall during off duty hours. Accordingly, when employees are notified of any emergency recall from off duty, the following procedure shall apply:

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

(b) The officer in charge shall assess the employee's condition and fitness for duty and either assign him/her to duty or, if the employee is determined to be unfit for duty will not allow him/her to sign in for duty.

Section 5. The Administration of Tests. (a) Informing Employees Regarding Drug Testing. All current employees will be given a copy of the Drug & Alcohol Testing Policy upon execution of the Agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

(b) Pre-Employment Screening. Nothing in this Article shall limit or prohibit the City from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

(c) When a Test May Be Compelled. There shall be no random, across-the-board, or routine drug testing of employees, except as provided by Section 10 or as otherwise expressly agreed to in writing by the parties. Where there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When a company level officer has reasonable suspicion to believe that an employee is impaired due to being under the influence, that officer shall have the Battalion Chief or his or her designee confirm that suspicion prior to any order to submit to drug/alcohol testing. At the time the employee is ordered to submit to testing the City shall notify the designated Union Representative on duty and if none is on duty, the City shall make a reasonable effort to contact an off duty designated Union Representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug or alcohol tests may be required under the following conditions:

- (1) When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty;
- (2) When an employee is involved in an on-duty accident where medical treatment by a medical professional is required.
- (3) When an employee is involved in an on-duty vehicular accident.
- (4) Where an employee has experienced excessive absenteeism or tardiness, under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

(d) Reasonable Suspicion Standard. Reasonable suspicion exists if the facts and circumstances warrant a rational inference that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

- (1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
- (2) Information provided by an identifiable third party which is independently corroborated.

(e) Order to Submit to Testing. At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with the reasons for the order. The identity of any third party shall be made available to a Union designated representative upon request and such information shall be treated as confidential information subject to disclosure only to the extent relevant to processing a grievance.

A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a designated representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "Firemen's Disciplinary Act." A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 6. Conduct of Tests. The City may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item (h) below, shall apply), the City shall:

(a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA).

(b) Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.

(c) Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.

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

(e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.

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

(g) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense provided the employee notifies the Human Resources Manager in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more.

(i) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

(j) Insure that no employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's

personnel files.

(k) Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein, the City shall not use such information in any manner or forum adverse to the employee's interests.

(l) Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 7. Cutoff Levels. The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below:

	<u>Confirmatory Initial Test Level</u>
Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoyllecgonine

The above cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise, the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the City may for good cause (e.g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through the grievance procedure.

Section 8. Right to Contest. The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 9. Voluntary Requests for Assistance. The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in this current assignment, the City may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The City shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave cannot exceed one (1) calendar year.

Section 10. Discipline. All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

(a) First Positive. In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

- (1) undergo appropriate treatment as determined by the physician(s) involved;
- (2) discontinue use of illegal drugs or abuse of alcohol;
- (3) complete the course of treatment prescribed, including an "after-care" group for a period up to twelve (12) months;
- (4) submit to random testing during working hours during the period of "after-care" treatment.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time shall be subject to discipline, up to and including discharge.

(b) Second Positive. Employees who test positive in the confirmatory test of drugs or alcohol on a second occasion shall be subject to discharge. If the employer is then undergoing treatment, as provided in (a) (1) and (3) of Section 10 above, or if there are other mitigating circumstances (such as the absence of any adverse effect on job performance), the discharge penalty may be commuted to a suspension not to exceed thirty (30) calendar days.

(c) Third Positive. Employees who test positive on the confirmatory test of drugs or alcohol on a third occasion shall be subject to discharge without possibility of mitigation or commutation. The Fire Chief is hereby empowered by contract to impose such penalty, and neither the Civil Service Commission nor an arbitrator shall have jurisdiction to review, set aside or modify such penalty. This Section 10 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for

selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Fire Department life, limb or property).

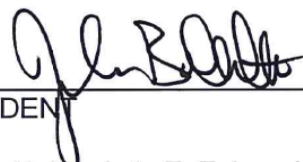
Section 11. Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Human Resources Manager, the designated representative of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity during the disciplinary process to refute said results.

Section 12. Insurance Coverage. The employee may utilize the City's EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan.



CITY MANAGER

For the City of Decatur, Illinois



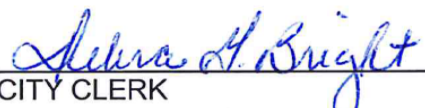
PRESIDENT

For the Union, I. A. F. F. Local 505

Dated this 20th day of Dec., 2016

Dated this 13 day of December, 2016

Attest:



CITY CLERK

EXHIBIT A

FIRE SERVICES BASE WAGES & HOLIDAY PAY AS OF JANUARY 1, 2017

	<u>Step</u>	<u>Hourly (51.8 Hr)</u>			<u>Hol Hours</u>	<u>Annual</u>	<u>Total</u>	<u>Total</u>	<u>Annual</u>	<u>Total</u>	<u>Bi-Weekly</u>
		<u>Week</u>	<u>Bi-Wkly</u>	<u>Annual</u>		<u>Holiday Pay</u>	<u>Annual Salary</u>	<u>Bi-Wkly Salary</u>	<u>PEHP</u>	<u>Pensionable Salary</u>	<u>Pensionable Salary</u>
Firefighter (18)											
At Start	A (1)	\$20.6401	\$2,138.31	\$55,596	72	\$1,486.09	\$57,082	\$2,195.47	\$300	\$56,782	\$2,183.93
After 6 Months	B (2)	\$21.1579	\$2,191.96	\$56,991	72	\$1,523.37	\$58,514	\$2,250.55	\$300	\$58,214	\$2,239.01
After 1 Year	C (3)	\$22.0893	\$2,288.45	\$59,500	72	\$1,590.43	\$61,090	\$2,349.62	\$300	\$60,790	\$2,338.08
After 2 Years	D (4)	\$23.1949	\$2,402.99	\$62,478	72	\$1,670.03	\$64,148	\$2,467.22	\$300	\$63,848	\$2,455.68
After 3 Years	E (5)	\$24.3547	\$2,523.15	\$65,602	72	\$1,753.54	\$67,355	\$2,590.59	\$300	\$67,055	\$2,579.06
After 4 Years	F (6)	\$25.5723	\$2,649.29	\$68,882	72	\$1,841.21	\$70,723	\$2,720.11	\$300	\$70,423	\$2,708.57
After 8 Years	G (7)	\$26.3395	\$2,728.77	\$70,948	72	\$1,896.44	\$72,844	\$2,801.71	\$300	\$72,544	\$2,790.17
Lieutenant (20)											
At Promotion	E (1)	\$26.8523	\$2,781.90	\$72,329	72	\$1,933.36	\$74,263	\$2,856.26	\$300	\$73,963	\$2,844.72
After 6 Months	F (2)	\$28.1950	\$2,921.01	\$75,946	72	\$2,030.04	\$77,976	\$2,999.08	\$300	\$77,676	\$2,987.55
6 Mo/8 Yrs Sen	G (3)	\$29.7636	\$3,083.51	\$80,171	72	\$2,142.98	\$82,314	\$3,165.93	\$300	\$82,014	\$3,154.40
Captain (22)											
At Promotion	F (2)	\$31.0850	\$3,220.41	\$83,731	72	\$2,238.12	\$85,969	\$3,306.49	\$300	\$85,669	\$3,294.95
After 6 Months	G (3)	\$32.8144	\$3,399.57	\$88,389	72	\$2,362.64	\$90,751	\$3,490.44	\$300	\$90,451	\$3,478.90
Inspector* (20)											
	<u>Step</u>	<u>Hourly (40 Hr)</u>			<u>Hol Hours</u>	<u>Annual</u>	<u>Total</u>	<u>Total</u>	<u>Annual</u>	<u>Total</u>	<u>Bi-Weekly</u>
		<u>Week</u>	<u>Bi-Wkly</u>	<u>Annual</u>		<u>Holiday Pay</u>	<u>Annual Salary</u>	<u>Bi-Wkly Salary</u>	<u>PEHP</u>	<u>Pensionable Salary</u>	<u>Pensionable Salary</u>
At Promotion	E (1)	\$35.8169	\$2,865.35	\$74,499	12	\$429.80	\$74,929	\$2,881.88	\$300	\$74,629	\$2,870.35
After 6 Months	F (2)	\$37.6080	\$3,008.64	\$78,225	12	\$451.30	\$78,676	\$3,025.99	\$300	\$78,376	\$3,014.46
6 Mo/8 Yrs Sen	G (3)	\$39.7002	\$3,176.02	\$82,576	12	\$476.40	\$83,053	\$3,194.34	\$300	\$82,753	\$3,182.80
Inspector* (22)											
At Promotion	F (2)	\$41.4628	\$3,317.02	\$86,243	12	\$497.55	\$86,740	\$3,336.16	\$300	\$86,440	\$3,324.62
After 6 Months	G (3)	\$43.7695	\$3,501.56	\$91,041	12	\$525.23	\$91,566	\$3,521.76	\$300	\$91,266	\$3,510.22

* - Wages stated in this Exhibit A for the Inspector position include the 3% pay increment referenced in Article 7, Section 6(a) of this collective bargaining agreement.

EXHIBIT A

FIRE SERVICES BASE WAGES & HOLIDAY PAY AS OF JANUARY 1, 2018

	Step	Hourly (51.8 Hr)			Hol Hours	Annual	Total	Total	Annual PEHP	Total	Bi-Weekly Pensionable
		Week	Bi-Wkly	Annual		Holiday Pay	Annual Salary	Bi-Wkly Salary		Pensionable Salary	
Firefighter (18)											
At Start	A (1)	\$21.1045	\$2,186.42	\$56,847	72	\$1,519.52	\$58,367	\$2,244.87	\$300	\$58,067	\$2,233.33
After 6 Months	B (2)	\$21.6340	\$2,241.28	\$58,273	72	\$1,557.65	\$59,831	\$2,301.19	\$300	\$59,531	\$2,289.65
After 1 Year	C (3)	\$22.5863	\$2,339.94	\$60,838	72	\$1,626.21	\$62,465	\$2,402.48	\$300	\$62,165	\$2,390.95
After 2 Years	D (4)	\$23.7168	\$2,457.06	\$63,883	72	\$1,707.61	\$65,591	\$2,522.73	\$300	\$65,291	\$2,511.20
After 3 Years	E (5)	\$24.9027	\$2,579.92	\$67,078	72	\$1,793.00	\$68,871	\$2,648.88	\$300	\$68,571	\$2,637.34
After 4 Years	F (6)	\$26.1477	\$2,708.90	\$70,431	72	\$1,882.64	\$72,314	\$2,781.31	\$300	\$72,014	\$2,769.77
After 8 Years	G (7)	\$26.9321	\$2,790.17	\$72,544	72	\$1,939.11	\$74,483	\$2,864.75	\$300	\$74,183	\$2,853.21
Lieutenant (20)											
At Promotion	E (1)	\$27.4565	\$2,844.49	\$73,957	72	\$1,976.86	\$75,934	\$2,920.52	\$300	\$75,634	\$2,908.98
After 6 Months	F (2)	\$28.8294	\$2,986.73	\$77,655	72	\$2,075.72	\$79,731	\$3,066.56	\$300	\$79,431	\$3,055.03
6 Mo/8 Yrs Sen	G (3)	\$30.4333	\$3,152.89	\$81,975	72	\$2,191.20	\$84,166	\$3,237.17	\$300	\$83,866	\$3,225.63
Captain (22)											
At Promotion	F (2)	\$31.7844	\$3,292.87	\$85,615	72	\$2,288.48	\$87,903	\$3,380.89	\$300	\$87,603	\$3,369.35
After 6 Months	G (3)	\$33.5527	\$3,476.06	\$90,378	72	\$2,415.80	\$92,793	\$3,568.98	\$300	\$92,493	\$3,557.44
Inspector* (20)											
	Step	Hourly (40 Hr)			Hol Hours	Annual	Total	Total	Annual PEHP	Total	Bi-Weekly Pensionable
		Week	Bi-Wkly	Annual		Holiday Pay	Annual Salary	Bi-Wkly Salary		Pensionable Salary	
At Promotion	E (1)	\$36.6228	\$2,929.82	\$76,175	12	\$439.47	\$76,615	\$2,946.73	\$300	\$76,315	\$2,935.19
After 6 Months	F (2)	\$38.4541	\$3,076.33	\$79,985	12	\$461.45	\$80,446	\$3,094.08	\$300	\$80,146	\$3,082.54
6 Mo/8 Yrs Sen	G (3)	\$40.5935	\$3,247.48	\$84,434	12	\$487.12	\$84,922	\$3,266.21	\$300	\$84,622	\$3,254.67
Inspector* (22)											
At Promotion	F (2)	\$42.3957	\$3,391.65	\$88,183	12	\$508.75	\$88,692	\$3,411.22	\$300	\$88,392	\$3,399.68
After 6 Months	G (3)	\$44.7543	\$3,580.34	\$93,089	12	\$537.05	\$93,626	\$3,601.00	\$300	\$93,326	\$3,589.46

* - Wages stated in this Exhibit A for the Inspector position include the 3% pay increment referenced in Article 7, Section 6(a) of this collective bargaining agreement.

EXHIBIT A

FIRE SERVICES BASE WAGES & HOLIDAY PAY AS OF JANUARY 1, 2019

	Step	Hourly (51.8 Hr)			Hol Hours	Annual	Total	Total	Annual	Total	Bi-Weekly
		Week	Bi-Wkly	Annual		Holiday Pay	Annual Salary	Bi-Wkly Salary	PEHP	Pensionable Salary	Pensionable Salary
Firefighter (18)											
At Start	A (1)	\$21.5793	\$2,235.62	\$58,126	72	\$1,553.71	\$59,680	\$2,295.38	\$300	\$59,380	\$2,283.84
After 6 Months	B (2)	\$22.1208	\$2,291.71	\$59,584	72	\$1,592.69	\$61,177	\$2,352.97	\$300	\$60,877	\$2,341.43
After 1 Year	C (3)	\$23.0945	\$2,392.59	\$62,207	72	\$1,662.80	\$63,870	\$2,456.54	\$300	\$63,570	\$2,445.00
After 2 Years	D (4)	\$24.2504	\$2,512.34	\$65,321	72	\$1,746.03	\$67,067	\$2,579.50	\$300	\$66,767	\$2,567.96
After 3 Years	E (5)	\$25.4630	\$2,637.97	\$68,587	72	\$1,833.34	\$70,421	\$2,708.48	\$300	\$70,121	\$2,696.94
After 4 Years	F (6)	\$26.7360	\$2,769.85	\$72,016	72	\$1,925.00	\$73,941	\$2,843.89	\$300	\$73,641	\$2,832.35
After 8 Years	G (7)	\$27.5381	\$2,852.95	\$74,177	72	\$1,982.74	\$76,159	\$2,929.21	\$300	\$75,859	\$2,917.67
Lieutenant (20)											
At Promotion	E (1)	\$28.0742	\$2,908.49	\$75,621	72	\$2,021.34	\$77,642	\$2,986.23	\$300	\$77,342	\$2,974.69
After 6 Months	F (2)	\$29.4781	\$3,053.93	\$79,402	72	\$2,122.42	\$81,525	\$3,135.56	\$300	\$81,225	\$3,124.02
6 Mo/8 Yrs Sen	G (3)	\$31.1181	\$3,223.83	\$83,820	72	\$2,240.50	\$86,060	\$3,310.00	\$300	\$85,760	\$3,298.47
Captain (22)											
At Promotion	F (2)	\$32.4996	\$3,366.96	\$87,541	72	\$2,339.97	\$89,881	\$3,456.96	\$300	\$89,581	\$3,445.42
After 6 Months	G (3)	\$34.3077	\$3,554.27	\$92,411	72	\$2,470.15	\$94,881	\$3,649.28	\$300	\$94,581	\$3,637.74
Inspector* (20)											
	Step	Hourly (40 Hr)			Hol Hours	Annual	Total	Total	Annual	Total	Bi-Weekly
		Week	Bi-Wkly	Annual		Holiday Pay	Annual Salary	Bi-Wkly Salary	PEHP	Pensionable Salary	Pensionable Salary
At Promotion	E (1)	\$37.4468	\$2,995.74	\$77,889	12	\$449.36	\$78,339	\$3,013.03	\$300	\$78,039	\$3,001.49
After 6 Months	F (2)	\$39.3194	\$3,145.55	\$81,784	12	\$471.83	\$82,256	\$3,163.70	\$300	\$81,956	\$3,152.16
6 Mo/8 Yrs Sen	G (3)	\$41.5068	\$3,320.55	\$86,334	12	\$498.08	\$86,832	\$3,339.70	\$300	\$86,532	\$3,328.16
Inspector* (22)											
At Promotion	F (2)	\$43.3496	\$3,467.97	\$90,167	12	\$520.20	\$90,687	\$3,487.97	\$300	\$90,387	\$3,476.44
After 6 Months	G (3)	\$45.7613	\$3,660.90	\$95,183	12	\$549.14	\$95,733	\$3,682.02	\$300	\$95,433	\$3,670.48

* - Wages stated in this Exhibit A for the Inspector position include the 3% pay increment referenced in Article 7, Section 6(a) of this collective bargaining agreement.

EXHIBIT B

MANDATORY TRAINING

1. Basic Operations Firefighter Certification* (obtained within the first year of employment)
2. EMT-Basic (April 5, 1988) (obtained within the first year of employment)
3. EMT-Intermediate (only as needed by the Department)
- 4) F. A. E. (obtained within 6 months of successful completion of training academy)

* - includes refresher training for CPR

EXHIBIT C

Preferred Provider Option (PPO)

Schedule of Benefits:	In-Network:	Out of Network:
Deductible	\$250 per calendar year	\$500 per calendar year
Family deductible	3 individual deductibles	3 individual deductibles
Individual out-of-pocket limit	\$1,500/calendar year	\$5,000/calendar year
Family out-of-pocket limit	3 individual limits	3 individual limits
Hospital Benefit Inpatient/Outpatient	80% of eligible charge	60% of eligible charge
Medical/surgical care (Physicians)	80% of scheduled max. allowance	60% of scheduled max. allowance
Emergency care	100% of eligible charge no deductible	
Inpatient mental	80% of eligible charge	60% of eligible charge
Outpatient mental	80% of max. allowance	60% of max. allowance
Chiropractic Services	\$1000 per year max 80% of max. allowance	\$1000 per year max 60% of max. allowance
Prescription medicines	80% of eligible charge	
Private duty nursing	80% after deductible 44 visits per calendar year	
Physical therapy	80% after deductible 10 visits per calendar year	60% after deductible 10 visits per calendar year
Occupational therapy	80% after deductible 10 visits per calendar year	60% after deductible 10 visits per calendar year
Speech therapy	80% after deductible 10 visits per calendar year	60% after deductible 10 visits per calendar year
Preventive Care (Evidence-based items/services rated A or B in the current recommendations of the U. S. Preventive Services Task Force)	100% deductible does not apply	60% after deductible
Precertification	\$500 reduction in benefits for failure to notify National Health Service when receiving inpatient services	
Dependent Eligibility	To age 26	

Note: The above chart represents only a summary of plan benefits and related information, and is provided for illustrative purposes only. It is not intended as a substitute for the plan document. For detailed information on plan benefits, conditions, limitations, and exclusions, please refer to the plan document.

EXHIBIT D
STATION BIDDING

<u>NO. 1 STATION</u>	<u>NO. 2 STATION</u>	<u>NO. 3 STATION</u>	<u>NO. 4 STATION</u>	<u>NO. 5 STATION</u>	<u>NO. 6 STATION</u>	<u>NO. 7 STATION</u>
1 Captain	1 Captain	1 Captain	1 Captain	1 Captain	1 Captain	1 Captain
1 Lieutenant 2 Lieutenant	1 Lieutenant	1 Lieutenant	1 Lieutenant	1 Lieutenant	1 Lieutenant	
1 Firefighter 2 Firefighter 3 Firefighter 4 Firefighter 5 Firefighter 6 Firefighter 7 Firefighter 8 Firefighter	1 Firefighter 2 Firefighter	1 Firefighter 2 Firefighter	1 Firefighter 2 Firefighter	1 Firefighter 2 Firefighter	1 Firefighter 2 Firefighter	1 Firefighter 2 Firefighter
1 EMT-I 2 EMT-I 3 EMT-I	1 EMT-I	1 EMT-I	1 EMT-I	1 EMT-I	1 EMT-I	1 EMT-I

Exhibit D reflects the current staffing requirements for each station. Subsequent changes by the Fire Chief will be reflected in a revised Exhibit D.

EXHIBIT E

ASCERTAINED MERIT FOR LIEUTENANT/INSPECTOR & CAPTAIN PROMOTIONS

Points for Ascertained Merit shall be awarded based on the following schedule. The maximum number of points for Ascertained Merit is **100**.

A. <u>EDUCATION</u>	<u>Lieutenant & Inspector</u>	<u>Captain</u>
Masters Degree	50	50
Bachelors Degree	40	40
Associates Degree	30	30
Advanced Certification in Fire Science	20	20
Any educational certifications not listed above	10	10

Applicable degrees: Fire Engineering, Public Administration, Fire Science, Occupational Safety, Fire Administration, Nursing, medical-related fields. Points will be awarded for degrees conferred by colleges or universities listed by the U.S. Department of Education, Database of Accredited Postsecondary Institutions and Programs (<http://www.ope.ed.gov/accreditation/>).

B. CERTIFICATIONS & TRAINING

To receive certification points, employees must be active and have maintained their certifications for at least one (1) year.

1. <u>Illinois Office of State Fire Marshal (IOSFM) Certifications:</u>		
• Fire Officer I Certification Provisional	30	0
• Fire Officer II Certification Provisional	30	30
• Any other class recognized by IOSFM:		
○ Completion	5	5
○ Certification	5	5
2. <u>Illinois Department of Public Health (IDPH) Certifications:</u>		
• Emergency Medical Technician – Intermediate (EMT-I)	10	10
• Emergency Medical Technician – Paramedic (EMT-P)	30	30
3. <u>Other Certifications:</u>		
• International Trauma Life Support Instructor	10	10
• PADI Diver (DFD Team Member)	10	10
• CPR Instructor	10	10
• National Fire Academy (maximum points: 80)		
○ 2-week course	20	20
○ 1-week course	10	10

C. POINTS ARE NOT CUMULATIVE

Points for subordinate degrees or certifications shall not be cumulative. Points shall be awarded for the most advanced degree or certification achieved (e.g., max points for education: Masters – 50; max points for IOSFM certification: Lt. FO I – 30 points; max points for IDPH certification: EMT-P 30 points).

EXHIBIT F

DECATUR FIRE DEPARTMENT POLICY

POLICY: E-3

REFERENCE: Earned Time Off

PURPOSE:

This policy is to provide guidance in applying for and using earned time off. It will be used in conjunction with the Memorandum of Agreement between the City and Local 505.

GUIDELINES:

For the purpose of initial sign-up of Vacation days, no more than four (4) fire fighters shall be allowed to be off duty on any battalion during any one duty day.

In addition, a designated number of fire fighters shall be allowed off for the purpose of work week reduction, hereinafter referred to as Kelly Days, as per Article 8; Section 1, of the Memorandum of Agreement between I.A.F.F Local 505 and the City of Decatur, Illinois.

These instructions and rules shall be in effect until they are changed, repealed or rescinded. The only changes that will be automatic are the dates, and these will be kept current.

EARNED TIME REQUESTS

All requests for earned time off shall be completed by using the "Leave Scheduler" module of the City's Employee Explorer program. Leave Scheduler automatically time stamps an earned time request as soon as the request is saved.

Vacations signed for herein shall be for the period May 1 through April 30. All vacation days must be taken during this period. All employees of this department are authorized to sign for vacation in accordance with departmental policy governing vacation granted for years of service.

FIRST CHOICE VACATION DAYS

First choice sign-up shall occur on March 1st, 2nd and 3rd each year. First choice sign-up shall be by job seniority.

Employees may sign, on any date of the schedule, for their total vacation days earned, or any portion thereof, during their first opportunity given each employee. Any break in the consecutive days signed in for, excluding Kelly Days, shall constitute termination of First Choice. The First Choice will be a guaranteed vacation choice. Each employee of this department will be given a First Choice opportunity prior to any member signing for a portion of, or any remaining time due each individual. When any portion of total vacation time remaining after a First Choice is made, it may be scheduled as desired, but in accordance with these Instructions.

When a vacancy occurs in a first choice position, which would allow for an additional employee who had not been offered the opportunity to sign in for that specific day(s) during first choice sign-up, the day(s) shall be offered to the person next in seniority below the last person previously signed in for that day(s) who was permanently assigned to that shift at the time of first choice sign in.

In all cases, the day shall be offered to only those with time remaining to be signed in for.

Personnel transferred to another shift who have first choice vacation signed in for, shall have their request for vacation granted, provided the day immediately proceeds or follows a day where there is no available opening, if desired.

To ensure time off for a Single Vacation Day, an employee must submit a written request for time off at least thirty (30) days prior to the time desired. The request must include all the information required on the form provided and make known to the officer in charge of that battalion the employee's desire for the requested time off.

"At least thirty days prior to the time desired" means:

1. thirty full twenty-four hour days
2. the desired day off is not to be counted as one of thirty prior days
3. a day off starts at 06:40 A.M., therefore, the thirty days prior also starts at 06:40 A.M.

" Making known to the officer in charge of that battalion" means:

Filling out an Earned Time Off form is not enough. If an employee just fills out a request for time off at the fire station and for some reason the Battalion Chief or designee does not become aware of the request for time off until after the thirty days prior time limitation has passed, the employee who had previously requested that day off could not be notified of being bumped from that day within the established thirty day time frame limitation.

Employees who have properly requested time off have the right to count on their request being honored, if they have not been notified otherwise before the thirty days prior to the time off requested. It is, therefore, the responsibility of the person making a request for time off to make sure that the request is submitted with sufficient allowance for the time in case it is necessary to notify another person of their having been bumped.

An employee shall be notified before 06:40 A.M. on the thirtieth day prior to the day which has been requested off if the time off is not granted because of being bumped.

Requests for Single Vacation Days, other than first choice, shall be honored on a first-come, first-served basis, by requesting the day no later than 12:00 P.M. on the calendar day preceding the day in which time off is available. Any deviation from this request is at the discretion of the Battalion Chief or designee. The Instructions shall govern and seniority shall prevail.

HOLIDAYS

Holidays signed for after 2008 shall be reduced by one herein, in accordance with departmental policy, and shall be for the period May 1, through April 30. All holidays must be taken during this period. A maximum of one (1) holiday will be allowed for this period, which may be divided into two (2) twelve (12) hour periods.

The twelve hour periods of dividing are from 06:40 A.M. to 18:40 P.M. and 18:40 P.M. to 06:40 A.M. No other time frames will be allowed. No dividing will be allowed after January 1. Requests to divide an Authorized Holiday shall be honored, on a first-come, first-served basis, by requesting the day no later than 18:00 P.M. on the duty day preceding the day in which time off is available. Requests for a 24-hour day will supersede a 12-hour request, provided all the established criteria are met. The Instructions shall govern and seniority shall prevail.

These days may be requested at any time, in compliance with these Instructions.

To ensure time off for an Authorized Holiday, an employee must submit a written request for time off, giving all the information required on the form provided, and make known to the officer in charge of that battalion the employee's desire for the requested time off, at least thirty (30) days prior to the time desired.

"At least thirty days prior to the time desired" means:

1. thirty full twenty- four hour days
2. the desired day off is not to be counted as one of thirty prior days
3. a day off starts at 06:40 A.M., therefore, the thirty days prior also starts at 06:40 A.M.

" Making known to the officer in charge of that battalion" means:

Filling out an Earned Time Off form is not enough. If an employee just fills out a request for time off at the fire station and for some reason the Battalion Chief or designee does not become aware of the request for time off until after the thirty day prior time limitation has passed, the employee who had previously requested that day off could not be notified of being bumped from that day within the established thirty day time frame limitation.

Employees who have properly requested time off have the right to count on their request being honored, if they have not been notified otherwise before the thirty days prior to the time off requested. It is, therefore, the responsibility of the person making a request for time off to make sure that the request is submitted with sufficient allowance for the time, in case it is necessary to notify another person of their having been bumped.

An employee shall be notified before 06:40 A.M. on the thirtieth day prior to the day which has been requested off if the time off is not granted because of being bumped.

Requests for an Authorized Holiday shall be honored, on a first-come, first-served basis, by requesting the day no later than 12:00 P.M. on the calendar day preceding the day in which time off is available. Any deviation from this request is at the discretion of the Battalion Chief or designee. The Instructions shall govern and seniority shall prevail.

SLIP DAY

In the Memorandum of Agreement between IAFF Local 505 and the City of Decatur, there are provisions which allow for all persons covered by the Agreement to receive one additional day off, (Sick Leave Incentive Program) provided they qualify annually.

A SLIP Day signed for herein, in accordance with departmental policy, shall be for the period May 1, through April 30. A SLIP Day must be taken during this period. A maximum of one (1) day will be allowed for this period, and which may be divided in to two (2) twelve (12) hour periods.

The twelve hour period for dividing is from 06:40 A.M. to 18:40 P.M. and 18:40 P.M. to 06:40 A.M. No other time frames will be allowed. No dividing will be allowed after January 1. Requests to divide a SLIP Day shall be honored, on a first-come, first-served basis, by requesting the day no later than 12:00 P.M. on the calendar day preceding the day in which time off is available. Requests for a 24-hour day off will supersede a 12-hour request, provided all the established criteria are met. Any deviation from this request is at the discretion of the Battalion Chief. The Instructions shall govern and seniority shall prevail.

This day may be requested at any time, in compliance with these Instructions.

To ensure time off for a SLIP Day, an employee must submit a written request for time off, giving all the information required on the form provided, and make known to the officer in charge of that battalion the employee's desire for the requested time off, at least thirty (30) days prior to the time desired.

"At least thirty days prior to the time desired" means:

1. thirty full twenty-four hour days
2. the desired day off is not to be counted as one of thirty prior days
3. a day off starts at 06:40 A.M., therefore, the thirty days prior also starts at 06:40 A.M.

" Making known to the officer in charge of that battalion" means:

Filling out an Earned Time Off form is not enough. If an employee just fills out a request for time off at the fire station and for some reason the Battalion Chief or designee does not become aware of the request for time off until after the thirty day prior time limitation has passed, the employee who had previously requested that day off could not be notified of being bumped from that day within the established thirty day time frame limitation.

Employees who have properly requested time off have the right to count on their request being honored, if they have not been notified otherwise before the thirty days prior to the time off requested. It is, therefore, the responsibility of the person making a request for time off to make sure that the request is submitted with sufficient allowance for the time in case it is necessary to notify another person of their having been bumped.

An employee shall be notified before 06:40 A.M. on the thirtieth day prior to the day which has been requested off if the time off is not granted because of being bumped.

Requests for a SLIP Day shall be honored, on a first-come, first-served basis, by requesting the day no later than 12:00 P.M. on the calendar day preceding the day in which time off is available. Any deviation from this request is at the discretion of the Battalion Chief or designee. The Instructions shall govern and seniority shall prevail.

Mandatory sign up of remaining vacation days shall be done on February 1st, 2nd and 3rd of each year. Mandatory sign up of remaining vacation days shall be done by seniority.

Any employee may sign up for individual or consecutive vacation days; provided, however, an employee must schedule all remaining vacation days during mandatory sign up. Mandatory sign up will be guaranteed vacation choice. Each employee of this department will be given an opportunity to select remaining full 24-hour vacation days prior to any member signing for partial days (including 12-hour slip, and 12-hour holiday) or any remaining time due each individual.

REASSIGNMENT OF DAYS

This section is to establish the Fire Department's position on reassignment of days, previously filled by vacation/holiday/bonus requests that become available due to a serious illness, retirement, or injury (on or off the job). Available Day means that the individual is not physically present on shift. Light Duty personnel are not considered present, and do not count towards the four slots agreed to in this document. Personnel who are present and have time signed in for, and that day(s) has the maximum number of employees scheduled off, shall be required to take such time. Article 9: Section 3 of the Memorandum of Agreement between IAFF Local 505 and the City of Decatur shall apply. These guidelines only apply to days which have the maximum number of employees scheduled off.

When a vacancy occurs on a calendar day, previously filled by vacation/holiday/bonus requests, that become available due to a serious illness, retirement, or injury (on or off the job), which would allow for an additional employee who had not been offered the opportunity to sign in for that specific day(s), that day(s) shall be offered to the next person in seniority, below the least senior person previously signed in for that day(s).

Notification on the availability of previously filled days, due to illness or injury, shall be made to members of the affected battalion when the Chief or the Officer in Charge of said battalion receives notification from the affected individual.

“Notification Received Means”: The affected individual shall cause the Chief or Officer in Charge of the battalion to be notified of such illness or injury as outlined in the memorandum of Agreement between IAFF Local 505 & City of Decatur, Article(s) 12 / 13.

“Notification Given Means”: The Officer in Charge of the affected battalion receives verbal confirmation from an individual that an illness or injury has occurred that will require the individual be absent for four (4) or more duty days. Once received, the Officer in Charge shall give notice to members of the affected battalion. In the event of a serious medical emergency, the individual's immediate family, designee, or person with knowledge of the event should contact the individuals immediate or shift supervisor.

Once the Department receives notification from/about a retirement, extended illness, or injury and the probable length of disability, the Officer in Charge of the affected battalion shall make known, in writing, electronic mail, or public communication, to each fire station of the available days. Upon receipt of said notification, the officer(s) in charge of each fire station shall inform all personnel assigned to that station, on the day of notification, the dates of days available. All officers shall attempt to notify personnel assigned to that station who are not on duty that day. No personnel will be allowed to submit requests for time off of "Available" days prior to notification of such time by the Officer in Charge of the affected battalion. "Notification Given" shall be considered the first full duty day after "Notification is Received".

Requests for "Available" days outside the 30 calendar day window shall be honored on a Seniority basis by requesting the day no later than 12:00 on the calendar day notification is given by the Officer in Charge of the shift. Employees must have earned time available. Future earned

time signed in for, but not yet used, cannot be applied if those future days have the maximum number of employees off. The instructions shall govern and seniority shall prevail. There shall be no dividing of Available days.

Requests for "Available" days inside the 30 calendar day window shall be honored under the guidelines governing First Choice Vacancies once notification is given by the Officer in Charge of the shift. Employees must have earned time available. Future earned time signed in for, but not yet used, cannot be applied if those future days have the maximum number of employees off. The instructions shall govern and seniority shall prevail. There shall be no dividing of Available days.

REQUESTS FOR TIME OFF

All requests for time off must be made by employees by entering them into the Leave Scheduler module of the City's Employee Explorer program. In circumstances where Leave Scheduler is not available or not functioning, said requests must be submitted, in writing, to the Battalion Chief or designee. The Battalion Chief or designee will properly execute the request when the time off is granted and taken or, if denied, return to the employee a written explanation of denial.

Should an excessive number of personnel be scheduled to be off at any one time, due to any reason or reasons, the Fire Chief will have the right to change, alter, or reschedule Single Vacation Days, Authorized Holidays, or SLIP Days, in order to have sufficient fire fighting force on duty.

In cases of extenuating circumstances or questions that arise concerning the scheduling or selection of time off that may not be covered by these Instructions, the Fire Chief shall be the deciding authority.

It is further understood that training will be conducted Monday through Saturday. It is understood that no request for earned time off will be denied based upon scheduled training. [Chief may also incorporate this final paragraph into rules and regulations.]

[Employer to stipulate on the record that this policy constitutes an understanding not inconsistent with the provisions of the labor agreement between the parties per the provisions of the savings clause.]

EXHIBIT G

Post Employment Health Plan (PEHP) IRC Section 501(c)(9) Voluntary Employee Benefit Association (VEBA)

Section 1. Plan. The City and the Union hereby adopt the Post Employment Health Plan (PEHP) for Collectively Bargained Public Employees of Nationwide Retirement Solutions, a Nationwide Financial Company, as amended and restated as of January 17, 1997.

Section 2. Copies. Copies of the Plan Document and the Trust Agreement for the PEHP will be on file for inspection by members of the bargaining unit at each of the Fire Stations of the City of Decatur.

Section 3. Election. The Union elects, and the City agrees, to apply 100% of PEHP contributions to the Qualifying Medical Care Expense subaccount of the PEHP, as defined in the Plan Document.

Section 4. For the term of the Agreement, effective May 1, 2009, the Employer agrees to adopt the PEHP program and shall deposit \$300 per year in equal monthly installments directly into the employee's Post Employment Health Plan (PEHP) account.

Section 5. Effective July 3, 2014, the Employer agrees to deposit all moneys from payouts of vacation accruals per Article 9, Section 5 of this agreement, for each employee, into the employee's Post Employment Health Plan (PEHP) account.

Section 6. Effective July 3, 2014, the Employer agrees to deposit all moneys from sick leave payouts per Article 13, Section 8 of this agreement, for each employee, into the employee's Post Employment Health Plan (PEHP) account.