

**RESOLUTION NO. 116-2022**

**A Resolution Authorizing Execution of an Agreement Between the City  
of Effingham and Effingham Firefighters Association  
Union Local No. 3084**

**WHEREAS**, the City Council of the City of Effingham, Illinois has determined it to be in the best interest of the City to enter into a collective bargaining agreement with the Effingham Firefighters Association Union Local No. 3084, effective May 1, 2022 – April 30, 2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EFFINGHAM, EFFINGHAM COUNTY, ILLINOIS THAT:**

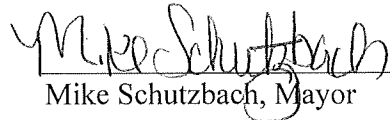
**Section 1:** Steven Miller, City Administrator, and Mike Schutzbach, Mayor, are hereby authorized to execute an agreement with the International Brotherhood of Teamsters Local No. 26, a copy of which agreement is attached hereto as “Exhibit A” and incorporated herein by this reference.

**Section 2:** The City Clerk is hereby directed to deliver one signed original of the agreement to the Effingham Firefighters Association Union Local No. 3084.

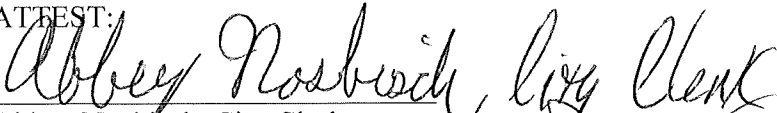
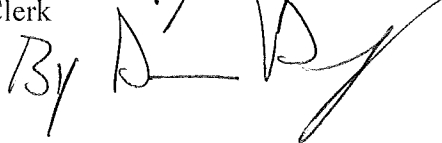
Placed on file this 25th day of July, 2022.

Presented, adopted and approved this 2nd day of August, 2022

YEAS: 5  
NAYS: 0  
ABSENT: 0

  
Mike Schutzbach, Mayor

ATTEST:

  
Abbey Nosbisch, City Clerk  
By 

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**CITY OF EFFINGHAM, ILLINOIS, A MUNICIPAL CORPORATION**

**EMPLOYER,**

**and**

**EFFINGHAM FIREFIGHTERS ASSOCIATION**

**UNION LOCAL NO. 3084**

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## **PREAMBLE**

This Agreement is entered into by the City of Effingham, Illinois, a municipal corporation, hereinafter referred to as the Employer, and Effingham Firefighters Association, Union Local No. 3084, hereinafter referred to as the Union, after engaging in collective bargaining pursuant to the Illinois Public Labor Relations Act (5 ILCS 315/1) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1** **RECOGNITION**

### **Section 1 – Unit Recognition**

It is agreed by the Employer that the Effingham Firefighters Association, Union Local No. 3084 shall be the sole bargaining agent for all persons employed in the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment as required by the Illinois Public Labor Relations Act. The bargaining unit will consist of all regular full-time employees of the City of Effingham Fire Department, except Assistant Fire Chief, Executive Secretary, and Fire Chief and such other classifications as may be added in accordance with this Agreement. Where a new classification is created by the Employer, the work of which falls within the scope of the bargaining unit, the parties must mutually agree upon the necessary unit clarification. Where the parties are not able to agree to the necessary unit clarification, then either party may be free to petition the Illinois State Labor Relations Board to seek the necessary unit clarification.

**Section 2 – New Classifications**

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade and other conditions of employment for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the arbitration step of the grievance procedure.

**Section 3 – Probationary Period**

Any new employee hired after the date of the execution of this Agreement shall serve a probationary period of one (1) year. During the probationary period, the employee may be discharged without further recourse. Upon completion of one (1) year, the employee shall be granted seniority rights from his or her most recent date of hire and all benefits will begin. Probationary firefighters have until six (6) months after completion of their probationary period to be in compliance with the contractual residency requirements.

In the interest of safety of the citizens of Effingham and to the firefighters, all new hire firefighters shall be sent to or have graduated from a fire academy acceptable to the Chief.

**Section 4 – Employer Not to Sponsor Other Organizations**

The Employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union.

**Section 5 – Employer Not to Enter Into Other Agreements**

The Employer agrees not to enter into any agreement or contract with employees in the bargaining unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.



**Section 6 – Steward**

The local Union shall retain the right to appoint a Union stewardship committee consisting of the local president, vice-president, secretary/treasurer, and an alternate, to represent the employees in the bargaining unit. The Employer shall be notified in writing by the Union as to the identity of the committee. The Employer shall be notified in a like manner of any change of same.

**Section 7 – Supervisors**

Supervisors may perform bargaining unit work. Such work by supervisors shall not cause any layoffs or reduction of hours of the bargaining unit employees.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the City Departments covered by this contract and all management rights repose in it. Nothing herein shall affect the internal control authority of the Employer. Except as specifically amended, changed or modified by this Agreement, these management rights include, but are not limited to, the following:

- (A) To direct all operations of each Department covered by this Agreement.
- (B) To determine the overall budgets.
- (C) To establish reasonable work rules and schedules of work including starting and quitting times, shift, rotations and any other conditions associated with hours of work, to the extent they are not otherwise provided for in this Agreement.
- (D) To create an organizational structure; to hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Departments covered by this contract.
- (E) To suspend, discharge and take other disciplinary action for just cause against employees, other than probationary employees, under the established work rules and regulations of the Employer and the provisions of this Agreement.
- (F) To lay off employees.
- (G) To determine quality and maintain efficiency of the operations of the Employer.

- (H) To introduce new or improved methods or facilities.
- (I) To change existing methods or facilities.
- (J) To determine the kinds, quality and amounts of services to be performed as pertains to all Departments covered by this Agreement and the number and kind of classifications to perform such services.
- (K) To contract out for goods and services, to the extent it is not otherwise provided for in this Agreement.
- (L) To establish, implement and maintain an effective internal control program.
- (M) To determine the methods, means and personnel by which the Employer's operations are to be conducted.
- (N) To take whatever action is necessary to carry out the function of the Employer in situations of emergency.

Nothing in this Article is intended to alter or abrogate the intention or authority of any other Article contained in this Agreement, and to the extent not expressly provided for in this Agreement, the operations of the Employer shall be left to the sole exclusive discretion of the Employer.

**ARTICLE 3**  
**DUES DEDUCTION/MAINTENANCE OF MEMBERSHIP**

**Section 1 – Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Effingham Firefighters Association, Union Local No. 3084, at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

**Section 2 – Maintenance of Membership**

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10<sup>th</sup>) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Section.

**Section 3 – Indemnification**

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

**ARTICLE 4**  
**UNION BUSINESS**

**Section 1 – Attendance at Union Meetings, State or National Conferences**

Subject to the needs of the Employer to maintain adequate manning of the fire stations and to meet emergencies, the Employer agrees:

- A. That employees elected or appointed to represent the Union shall be permitted reasonable time off without pay to attend regular or special meetings, of Union Local No. 3084, provided that at least seventy-two (72) hours, or as much notice as is practicable, notice of such meeting shall be given in writing to the Employer; provided that the names of all such employees shall be certified in writing to the

Employer and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

- B. Employees chosen as delegates to Union conventions, conferences, etc. may, upon written application, approved by the Chief or his designee at least fourteen (14) calendar days in advance of the anticipated departure date, be given an unpaid leave of absence for a period of time not to exceed one (1) week required to attend such convention or conference.

**Section 2 – Grievance Processing and Negotiating**

A reasonable number of Union representatives shall be permitted reasonable time, while on duty, without loss of pay for the purpose of representing employees in the processing of grievances or negotiating successor agreement, or in the exercise of other rights specifically provided for in this Agreement.

**ARTICLE 5  
SUBCONTRACTING**

**Section 1 – General Policy**

It is the policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform. When the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change may result in the layoff of a bargaining unit employee, the Employer shall notify the Union and offer the Union an opportunity to discuss and negotiate considerations involving the impact on the bargaining unit.

**ARTICLE 6  
NON-DISCRIMINATION**

**Section 1 – Prohibition Against Discrimination**

The City of Effingham is an equal opportunity employer and, in keeping with its established policy, pledges itself to the following policy for all employees as well as applicants for employment. The City of Effingham will hire, place, upgrade, transfer, promote, recruit,

advertise, solicit for employment, treat during employment, pay and otherwise compensate, select for training, lay off or terminate, provide benefits, tuition assistance, social and recreational programs without regard to race, color, creed, religion, sex, age, national origin, ancestry, disability, handicap, marital status, status as a qualified disabled veteran in accordance with applicable federal and state law. The City of Effingham will base all decisions on employment so as to further the principle of equal employment opportunity, and will ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

**Section 2 – Union Membership or Activity**

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

**Section 3 – Use of the Masculine Pronoun**

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun.

**ARTICLE 7**  
**LABOR/MANAGEMENT COMMITTEE**

There shall be a Labor/Management Committee consisting of a minimum of three (3) Union representatives and three (3) Employer representatives. The Union or the City may request a labor/management meeting to discuss problems of concern, including conditions tending to cause misunderstandings and problems involving the administration of this Agreement. The party requesting such meeting shall submit an agenda to the other, at least

seven (7) calendar days prior to the agreed date of the meeting. There shall be no obligation to schedule labor/management meetings more than quarterly, except by mutual agreement. The labor/management meeting shall neither be subject to the grievance and arbitration provisions of this Agreement, nor shall pending grievances be discussed at such meetings, nor shall proposals be advanced to alter the existing terms and conditions of this Agreement. This meeting is for the purpose of discussing problems that may have arisen between Labor and Management. The Committee shall have the authority to make recommendations to the Union and the Employer.

**ARTICLE 8**  
**RULES AND REGULATIONS**

The Chief will have the power and authority to draft and revise the Fire Department Rules and Regulations. A SOG/SOP Committee shall be established to review and discuss existing or proposed SOG/SOPs. The Committee shall consist of the Fire Chief and Assistant Fire Chief and one POC appointed by the Fire Chief and one Captain, one Lieutenant, and one Firefighter appointed by the Union President and shall meet at least quarterly.

Within thirty (30) days after any change in any Rule or Regulation, upon request, the Chief shall meet to review the changes with representatives of the Union. The Rules and Regulations will be subject to the grievance procedure.

**ARTICLE 9**  
**WORK STOPPAGE**

**Section 1 – Statutory Provision**

The parties acknowledge that this bargaining unit is a firefighters unit under Public Act 83-1012 (Illinois Public Labor Relations Act) and that the employees of this bargaining unit are prohibited by law from striking.

**Section 2 – Strike and Lockout Prohibited**

Neither the Union nor any of its officers, agents or City employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement.

**Section 3 – Union Action**

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1 of this Article, the Union shall immediately order such members in writing to return to work. The Union will also provide the Employer with a copy of such order and a responsible official of the Union shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to assure the members return to work as promptly as possible.

**Section 4 – Penalties**

Any or all employees who have been found to have violated any of the provisions of Article 9 may be discharged or otherwise disciplined by the Employer. Such discipline may include loss of compensation, vacation benefits and holiday pay. In an arbitration proceeding involving a breach of this Article, the arbitrator is to determine whether the employee engaged in prohibited activity and determine the severity of the punishment.

**ARTICLE 10**  
**DISCIPLINE AND DISCHARGE**

**Section 1 – Definition**

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

1. Oral warning;
2. Written warning;
3. Suspension with or without pay;
4. Performance Improvement Agreement and/or Last Chance Agreement, and
5. Discharge.

**Section 2 – Just Cause**

Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

**Section 3 – Limitation**

The requirement to use progressive disciplinary action does not prohibit Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to Employer. Such shortcomings shall include but are not limited to: carrying of a concealed weapon; possession of a controlled substance or alcohol; intentional destruction or theft of City property; fighting on-the-job; appearing for work under the influence of drugs or alcohol or other substances that may impair an employee's ability to perform any of the duties required.

**Section 4 – Written Notice**

After an oral warning is given, the employee and the Union will be given written notification of such oral warning within 48 hours. For any discipline more serious than an oral



warning, the employee, the steward and the Union shall be notified in advance of the potential disciplinary action. Such notification shall be in writing and shall contain a general description of the offense. Prior to the imposition of any such discipline, the employee shall have the right to meet with the employer and to be accompanied and represented by the Union and/or legal counsel. If, after such meeting, the employer elects to impose disciplinary action, the Employer shall provide the employee notification in writing of the disciplinary action, and where applicable, directions to the employee for improving future behavior-

**Section 5 – Manner of Handling Grievances**

Grievances that arise as a result of disciplinary action taken by the Employer as provided for in this Article shall be subject to the procedure set forth in Article 11 – Dispute Resolution and Grievance Procedure.

**Section 6 – Removal of Discipline**

Discipline shall be removed from the employee’s personnel file without any further infractions pursuant to the following limitations procedure:

Oral Reprimand	6 months
Written Reprimand	12 months
Suspension	24 months

Should any disciplinary action be grieved to arbitration by the employee, then the arbitrator may consider any previous discipline (with the exception of oral reprimand) of the employee regardless of time.

**Section 7 – Firefighters Disciplinary Act**

The parties agree that the applicable provisions of the Firefighters Disciplinary Act, 50 ILCS 745/1 to 50 ILCS 745/7 will be adhered to.

**ARTICLE 11**  
**DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

**Section 1 – Definition of a Grievance**

A grievance is defined as any unresolved dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

**Section 2 – Representation**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his or her request.

Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

**Section 3 – Subject Matter**

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving employee(s) and the date.

**Section 4 – Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant. Time limits may be extended by mutual agreement.

**Section 5 – Investigation**

The steward shall be permitted reasonable time at the beginning and end of the work day to investigate established grievances on the Employer's property without loss of pay.

**Section 6 – Grievance Meetings**

A maximum of one (1) employee (the grievant or the Union steward) per work shift shall be excused from work with pay to participate in a Step 1 grievance meeting. A maximum of two (2) employees (the grievant and/or Union steward) per work shift shall be excused from work with pay to participate in a Step 2 or Step 3 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his safety.

**Section 7 – Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**Step 1:** In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and the Chief or his designee.

The employee shall make his or her written grievance to the Chief or Assistant Chief within twenty (20) days from the date the employee or the Union reasonably knew or should have known of its occurrence. The Chief or Assistant Chief will notify the employee of the decision within seven (7) business days following the date when the grievance was made.

Settlements or withdrawals at this Step shall not constitute a precedent in the handling of other grievances, but shall be considered for purposes of applying the limitation periods set forth in Section 4 of this Article.

**Step 2:** If the grievance is not settled at Step 1, the grievance will be referred in writing to the City Administrator within seven (7) business days after the decision of the Fire Chief or his authorized representative. Once the grievance has been referred to the City Administrator in writing, the City Administrator shall, within ten (10) business days, meet with the Union steward and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The City Administrator shall respond in writing to the grievant and the Union within seven (7) business days following the meeting.

**Step 3:** If the grievance is not settled at Step 2, the grievance will be referred in writing to the Effingham City Council within ten (10) business days after the decision of the City Administrator. Once the grievance has been referred to the City Council, the Council shall, at one of the next two (2) regularly scheduled meetings of the Commissioners, or within twenty-one (21) calendar days, whichever comes first, meet with the Union representative and the grievant, to discuss the grievance and make a good faith effort to settle it. During the meeting, the Union representative and grievant shall be permitted to present their argument in the absence of the Fire Chief. The Fire Chief shall also be permitted to present his argument in the absence of the Union representative and grievant. The City Council shall respond in writing to the grievant and the Union steward within five (5) business days following the meeting.

**Step 4:** If the dispute is not settled at Step 3, the matter will be submitted to arbitration within ten (10) business days after the decision of the City Council. Within ten (10) business days after the matter has been submitted to arbitration, a representative of the Union or the

Employer shall write and ask for a panel of seven (7) arbitrators to be submitted by Federal Mediation and Conciliation Service for purposes of selection. The parties requesting arbitration shall make the first strike and alternately thereafter until one arbitrator remains. This process shall be concluded within fourteen (14) days after the arrival of the panel of names. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Effingham, Illinois, unless otherwise agreed to. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and Union from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the

employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

**ARTICLE 12**  
**SENIORITY/FURLOUGHS/RECALLS**

**Section 1 – Definition of Seniority**

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility on the eligibility list.

**Section 2 – Loss of Seniority**

Seniority and the employment relationship shall be terminated if an employee:

- A. Quits;
- B. Is discharged;
- C. Is absent from work three (3) consecutive shifts without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- D. Is laid off for more than three (3) years or fails to report to work within thirty (30) working days after having been recalled from furlough;
- E. Fails to report for work at the termination of a leave of absence;
- F. If an employee on a leave of absence for personal or health reasons, accepts other employment without permission; or
- G. If he or she is retired.

**Section 3 – Seniority List**

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees on a current basis.

**Section 4 – Furlough**

When the Employer determines that a reduction in the work force is necessary, the Employer shall have the sole discretion to determine the number of employees to be furloughed. Employees shall be furloughed in the inverse order of seniority.

**Section 5 – Recalls**

Employees shall retain recall rights for three (3) years. If the Employer authorizes that a vacancy be filled, employees on furlough with recall rights shall be recalled by seniority.

Employees who are eligible for recall shall be given thirty (30) calendar days notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on furlough to provide the Employer with his latest mailing address. The employee must notify the Employer within thirty (30) days after receipt of the notice whether the employee will accept recall.

No new employees will be appointed until all furloughed employees have been given a fair and reasonable opportunity to return to work.

**Section 6 – Personnel Reduction**

No full-time firefighter will be furloughed until all money payments to the Paid on call firefighters for callbacks are stopped, provided that the City may continue to utilize Paid on Call Firefighters with pay if the City maintains the staffing level on each of the three shifts with a maximum of five (5) full time certificated Firefighters assigned to a shift – if the staffing increases to more than five (5) full time Firefighters per shift, if necessary the City may furlough the excess number of Firefighters and still continue to utilize the Paid on Call Firefighters, notwithstanding the limitations of this section. The City may continue to utilize paid on call firefighters without pay for callbacks if there is a reduction in the ranks of full-time firefighters.

**ARTICLE 13**  
**HOURS OF WORK AND OVERTIME**

**Section 1 – Hours of Work**

Full-time firefighters will normally be scheduled for a schedule based on an averaged 56-hour workweek with a normal shift assignment of twenty-four (24) hours on followed by forty-eight (48) hours off. The hourly rate for full-time firefighters shall be calculated by dividing the annual salary by the 2920 regularly scheduled work hours per year.

**Section 2 – Callback**

When an off-duty firefighter responds to the first alarm fire, such firefighter will be paid at time and one-half (1-½) for a minimum of two (2) hours or actual time worked, whichever is greater. When an off-duty firefighter responds to a second alarm fire, such firefighter will be paid at time and one-half (1-½), for a minimum of two (2) hours or actual time worked, whichever is greater.

If subsequent alarms occur while the firefighter is responding to the first alarm, no additional pay will be owed for the subsequent alarms during the initial two (2) hours call; however, if the firefighter has been released from the first alarm and another alarm occurs, the firefighter will be paid at time and one-half (1-½) for a minimum of two (2) hours or actual time worked, whichever is greater, for the subsequent alarm or alarms. In order to be eligible for call pay the firefighter must remain at the scene until the call ends or until he is released from that call.

Employees who call in personally sick or on FMLA or bereavement leave, are not eligible for call-back pay.



### **Section 3 – Stay Over**

When a firefighter is required to work past the end of his or her scheduled shift, such firefighter will be paid time and one-half (1-½) for all time worked in fifteen (15) minute increments. If the firefighter is released, the firefighter will be paid at time and one-half (1-½) for a minimum of two (2) hours or actual time worked, whichever is greater, for any subsequent alarms that he is requested to respond to. Firefighters who are late reporting to work are subject to appropriate discipline.

### **Section 4 – Scheduled Overtime**

When a firefighter works scheduled overtime at the request of or recommendation of management, such firefighter will be paid at the rate of one and one-half (1-½) their regular rate for a minimum of two (2) hours. All time exceeding two (2) hours will be paid at time and one-half (1-½). If the firefighter is released, the firefighter will be paid at time and one-half (1-½) for a minimum of two (2) hours or actual time worked, whichever is greater, for any subsequent alarms.

There shall be no pyramiding of time or scheduled overtime, call back, or any similar situation where an employee is working and receives a call outside of their normal work hours.

### **Section 5 – Special Deployment Pay**

When a firefighter agrees to be sent by the City on a mutual aid assignment on a state deployment, he shall be paid his normal rate of pay on his normal duty days. A firefighter shall be paid at one and one-half (1-½) times his normal rate of pay for all other time while deployed on this incident. While on deployment all benefits to which the employee is entitled will remain in effect.

## **Section 6 – Overtime Calculation**

Overtime shall be calculated based on two thousand nine hundred and twenty (2,920) hours per year.

## **Section 7 – Distribution of Overtime**

Overtime will be distributed as equally as possible based on rotating seniority within classification (i.e. Captain, Lieutenant, Firefighter). The Employer shall decide the necessary classification for the overtime. Employees to whom overtime is being given shall start with the most seniority progressing through the seniority list. The Fire Chief shall maintain a record of the date of call and the amount of overtime worked by each employee on a daily (Monday-Friday) basis provided first, however, that notification of pay is received on a timely basis. Notification and acceptance of overtime will justify daily update of the scheduled overtime. An attempt (phone, pagers, etc.) will be made to notify the next eligible member for overtime. For purposes of overtime equalization, employees will not be charged for overtime that is offered to all employees who are off-duty at the time. The only time an employee is not eligible for overtime is if it is on his regularly scheduled shift.

During the hiring back process for shift overtime, if all off-duty Officers decline the overtime position created at the Lieutenants rank, the top two (2) Firefighters on the Lieutenants' promotion roster who are eligible to upgrade to Acting Lieutenant shall be contacted according to the overtime list in effect. If they decline the overtime shift created at the Lieutenants' rank, the next listed Lieutenant on the forced overtime list will then be forced to work the shift vacancy.

At the beginning of each fiscal year, hourly totals go back to zero and start with new seniority.

Firefighters shall be allowed to work more than seventy-two (72) continuous hours with the approval of the Shift Commander. The Chief may rescind approval at anytime based on call volume and other factors that he believes creates an unsafe situation. Hire back policies in effect that include forced overtime will then be followed.

### **Section 8 – Manning**

It is agreed for the term of the Agreement that there will be four (4) man minimum manning per shift. It is also agreed that there will be three (3) Captains and three (3) Lieutenants. Each shift will normally have a Captain and a Lieutenant or someone “acting up” in those positions. The most senior firefighter on each shift shall have his/her pick of station assignment.

### **Section 9 – Compensatory Time**

Overtime at time and one-half rate may be paid in compensatory time or cash at the election of the employee. Employees are permitted to accumulate up to a maximum of two hundred and forty (240) hours but they can have no more than one hundred and twenty (120) hours of compensatory time on December 31 of each calendar year. Compensatory time may be bought back in increments up to forty (hours) with fourteen (14) days notification. Requests for compensatory time off shall be approved under the same procedures employed in the scheduling of a standard time off request as described in Article 14 of this Agreement. It is specifically agreed that the time off request cannot result in the creation of any overtime in any manner and that the request will not be granted if the employee has any scheduled meetings or training during the time covering the request to be off work. Such requests will not be unreasonably denied. Compensatory time shall only be used in either twelve (12) or twenty-four (24) hour increments. If a compensatory day is approved, employees on the said shift cannot subsequently take a vacation or a holiday covering the same hours.

**ARTICLE 14**  
**VACATIONS**

**Section 1 – Vacation Schedule**

Firefighters are eligible for paid vacations as set forth below:

1. For new firefighters, one-quarter (1/4) of one shift per month will be earned from the employee's date of hire to December 31 of that year. Vacation days may be used at any time between the employee's first year anniversary date and December 31 of the year following hire, subject to the employee's right of carry-over as set forth below. Thereafter, calculations of vacation days shall be based on a calendar year.
2. After the first full calendar year of continuous employment, the employee is entitled to 2 weeks (5 shifts) of vacation to be used in the following calendar year, subject to the firefighter's right of carry-over.
3. After the tenth calendar year of continuous employment, the employee is entitled to 3 weeks (7 shifts) of vacation to be used in the following calendar year, subject to the firefighter's right of carry-over.
4. After the twentieth calendar year of continuous employment, the employee is entitled to 4 weeks (10 shifts) of vacation to be used in the following calendar year, subject to the firefighter's right of carry-over.
5. Vacation requests should be submitted for the next year by December 31 of the current year. Vacation scheduling will be done based on rotating seniority. The firefighter with the most seniority will have first choice, second most senior employee will have second choice, and so on until all employees have made their choice. The next year, the employee who had first choice the previous year will go to the bottom of the list; the others will advance according to seniority and this process will go on year after year. A schedule of granted vacations will be posted shortly after January 1. Vacation requests after this date will be granted on a first come, first serve basis based on staffing considerations.
6. A firefighter may carry over a maximum of two (2) weeks (5 shifts) of vacation into the next calendar year.
7. An employee may sell back all or part of accrued vacation time at the employee's regular rate of pay in lieu of taking time off or carrying time over into the next calendar year. The employee shall give written notice of his or her intent at least two weeks in advance of payment. Payment will be made on a regular pay day.
8. When an employee's service with the City is terminated following a minimum of one (1) year's employment, he shall receive compensation for the unused vacation time. Employees who terminate their employment before one (1) full year of employment will not be eligible for any paid vacation.

9. Absence on account of sickness, injury or disability in excess of that accumulated for such purpose may, at the request of the employee and with the consent of the department head, be charged against vacation leave allowance. If the employee is out on leave under the Family and Medical Leave Act, all available paid time must be used at the beginning of the leave before continuing the leave on an unpaid basis.
10. No employee shall use or be paid accrued vacation time while on worker's compensation leave.

An employee wishing to have time off for vacation or holidays other than those selected prior to the calendar year shall do so in the following manner.

Employees shall complete the Effingham Fire Department Request for Time Off form and shall submit this to his Captain, or in his absence, the Assistant Chief, for acknowledgement. After such acknowledgement is received, the request form shall be submitted to the Assistant Chief or Chief by placing it in the Time Off Box at either Station No. 1 or Station No. 3. All time off requests must be approved in writing by the Shift Commander before the time off can be taken. It is specifically agreed that the time off request cannot result in the creation of any overtime in any manner and that the request will not be granted if the employee has any scheduled meetings or training during the time covering the request to be off work. Such requests will not be unreasonably denied. Such requests for time off shall be made as follows:

- A. Any requested time off which will not result in a need for hire-back will be allowed provided that:
  1. The employee requesting such time off shall contact his Captain or Shift Commander at the time in advance of making his request for permission to take the time off. Final approval for time off must be authorized by the Assistant Chief or the Chief prior to taking the time off.
  2. No more than one (1) employee per shift shall be allowed time off for vacation or holidays. Based on the approval of the Chief, one (1) additional employee may be off for the purpose of taking an approved contractual personal day. Such approval will not be unreasonably withheld.

- B. Any requested time off which will result in a need for hire-back must be made not less than seventy-two (72) hours (excluding Saturdays, Sundays and holidays) prior to the date of the requested time off. All time off with less than seventy-two (72) hours advance notice that will result in the need for a hire-back or will result in any additional overtime is at the discretion of the Chief and must be approved by him. Time off that will not result in any additional overtime shall be granted with no less than two (2) hours' notice by the employee.

With respect to requests for time off which will result in a need for hire-back, the Chief or Assistant Chief will electronically notify the employee of approval or disapproval of the request within forty-eight (48) hours (hours (excluding Saturdays, Sundays and holidays) after the receipt of the request by the Assistant Chief or the Chief.

## **ARTICLE 15** **HOLIDAYS**

### **Section 1 – Recognized and Observed Holidays**

All full-time employees are entitled to the following legal holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veterans Day	New Year's Eve Day

In lieu of the above, all employees will receive ten (10) days off with pay during the year consistent with the provisions of Article 14, Section A. Full-time employees who are required to perform work or to render services on one of the Holidays listed, shall be compensated at one and one-half times their regular rate of pay for all time worked on the holiday.

An employee shall forfeit his right to receive holiday pay if absent without authorization on the last regular work day preceding such holiday or on the first scheduled work day following the holiday.

Employees on leave for any reason at the time of a holiday (including, but not limited to, personal leave, worker's compensation leave, Family and Medical Leave or otherwise) are not eligible for holiday pay for that holiday.

**Section 2 – Selection of Holidays**

Selection of holidays off will be made by the same procedure as for vacations.

**Section 3 – Holiday Log**

The Employer agrees to maintain a log showing who has next choice and what holiday is to be taken.

**Section 4 – Personal Days**

Employees shall be granted one (1) shift off duty as personal leave days per year, without loss of pay or other benefits. Effective May 1, 2013, employees who use zero sick days in the previous calendar year shall be granted one (1) additional Personal Day off. Notification of an employee's intent to use a personal day must be made at least twenty-four (24) hours prior to the beginning of the work shift, except for emergency situations which shall require two (2) hours' notice. No employee shall use or be paid accrued personal days while on worker's compensation leave.

**Section 5 – Holidays While on Worker's Compensation Leave**

No employee shall be paid or use holidays while on worker's compensation leave.

**ARTICLE 16**  
**SICK LEAVE**

A. Effective upon ratification of the contract, full-time employees shall accumulate paid sick leave at the rate of one-half (1/2) shift for each full month's service which may be accumulated to a maximum of eighty (80) shifts. Sick leave may be utilized for personal illness, quarantine at home or for the direct care of a serious illness within the employee's immediate

family or household. Sick leave is only to be used for these purposes and employees who abuse sick leave are subject to discipline, up to and including termination. The City may require a physician's certificate after an absence of three (3) consecutive working days or as may be deemed necessary in other cases.

B. An employee whose employment terminates for any reason other than discharge will be paid for accumulated sick leave for 50% of all accumulated sick leave, not to exceed thirty (30) shifts (50% of 60 shifts) at his or her regular rate of pay. Upon retirement, 50% of all accumulated sick leave up to a maximum of thirty (30) shifts will be paid out on an hour for hour basis.

C. At the discretion of the Fire Chief probationary employees may be advanced up to six (6) sick leave shifts to be deducted from their sick shift accrual when they become non-probationary.

D. Employees on duty who utilize sick time for doctors appointments will be released for a total of three (3) hours for such purpose unless the doctor's facility is located outside of Effingham County.

**E. Abuse Or Excessive Use of Sick Leave**

It is understood that the abuse of sick leave shall constitute just cause for disciplinary action, up to and including discharge. In this regard, it is both the responsibility as well as the intent of the City to take such corrective action as it determines to be necessary. If a firefighter is disciplined for abuse or excessive use of sick leave, or for excessive tardiness or absenteeism, such disciplinary action shall not be set aside unless it is arbitrary, capricious or discriminatory.

With respect to a firefighter who the City believes is using sick leave on an excessive basis, however, no such disciplinary action shall be taken until after the City has met with the



employee and advised him/her of the City's concern and of the possibility of disciplinary action which may result should the employee continue to use sick leave on an excessive basis. In this same regard, any disciplinary action which is taken shall be progressive in nature.

F. The City shall permit employees to work in the place of one another for a period up to ninety (90) calendar days for purposes of extending non-duty related injury leaves, if that employee, on non-duty injury leave status, has exhausted all of his vacation, personal and sick leave.

Employees who voluntarily desire to assist another employee who is unable to work due to sickness, and has exhausted all sick leave, and who is in documented need of sick leave due to an off-the-job illness or injury of the employee or of a member of the immediate family, and which requires the employee's presence, may do so in either of the following ways for up to twelve (12) months after the employee has exhausted all sick leave:

1. The City shall permit employees to work in place of one another where the employee performing the work is qualified to do the work of the employee being replaced, and the replacement will not result in FLSA overtime for the replacing employee.
2. Accrued sick leave may be donated to employees in blocks of twelve (12) hours. The donating employee shall not be allowed to donate hours if that donation will drop the donor's accrued sick leave balance below one hundred twelve (112) hours.

Under either option, pre-scheduled leave time of the receiving employee shall be used as scheduled and sick leave shall be used as accrued, as outlined above.

#### **ARTICLE 17** **BEREAVEMENT LEAVE**

A full-time employee may be granted up to a maximum of two (2) shifts of absence with pay as a result of a death in his immediate family. For this purpose, the immediate family shall be interpreted to include: the employee's spouse, children (including stepchildren),

grandchildren, parents, grandparents, siblings, aunts and uncles, and the same relatives of the employee's spouse. The Fire Chief, with approval of the City Administrator, may grant additional leave with pay where unusual circumstances, such as extended travel requirements, or emotional distress warrant such additional leave.

**ARTICLE 18**  
**LEAVES OF ABSENCE**

**Section 1 – Family And Medical Leave**

The City recognizes that a leave of absence from active employment may be necessary for family or medical reasons. The following leave of absence policy complies with the provisions of the Family and Medical Act of 1993 (FMLA).

**A. Eligible Employees**

Employees eligible for family and medical leave are those who:

1. are one (1) of fifty (50) employees within a seventy-five (75) mile radius;
2. have been employed for at least twelve (12) months; and
3. have worked at least one thousand two hundred fifty (1250) hours during the previous twelve (12) month period.

An eligible employee may take unpaid leave for the following reasons:

1. the birth of the employee's child;
2. the placement of a child with the employee for adoption or foster care;
3. the care of a child, spouse, or parent ("family member") who has a serious health condition; or
4. the serious health condition of the employee.

**B. Length Of Leave**

An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave within a twelve (12) month period without loss of seniority or benefits. The amount of leave available to an employee at any given time will be calculated by looking backward at the amount of leave taken within the twelve (12) month period immediately preceding the requested leave. An employee who fails to return to work immediately following expiration of the authorized leave

period will be considered to have voluntarily resigned. All leave taken under this policy and leave for any other reason which would qualify under FMLA will be counted against the employee's leave entitlement under FMLA.

**C. Substitution Of Paid Leave**

During a family or medical leave provided under this policy, an employee shall first exhaust all accrued and unused vacation or personal days before continuing such leave on an unpaid basis. During a leave related to the employee's serious health condition, the employee shall also exhaust any available paid sick leave or short-term disability pay before continuing such leave on an unpaid basis.

**D. Certification**

If an employee takes a leave of absence because of the serious health condition of the employee or the employee's family member, the employee must submit to the City Administrator written medical certification from a health care provider of the serious health condition. Failure to provide such certification upon request may result in a denial or delay of leave. The City reserves the right to require that the employee receive a second (and possibly a third) opinion from another health care provider (at the City's expense) certifying the serious health condition of the employee or the employee's family member. The City reserves the right to require that an employee on their time, provide the City with recertification of the medical condition for which leave is taken.

Before being returned to work, an employee who is on leave of absence as a result of his or her own serious health condition must submit a health care provider's written certification that the employee is able to return to full duty without restrictions. Failure to provide such

certification may result in the delay or denial of job restoration. If there is a dispute as to whether the employee is fit to return to full duty, it will be resolved by the Department's physician.

During the employee's leave, the City may also periodically inquire as to the employee's intent to return to work.

**E. Intermittent Or Reduced Leave**

Leave taken because of the employee's or family member's serious health condition may be taken on an intermittent or reduced schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced schedule basis, the employee must submit medical certification, as discussed above, and additional certification from the health care provider that the intermittent or reduced schedule leave is medically necessary. The City may require an employee taking intermittent or reduced schedule leave to transfer temporarily to an alternative available position for which the employee is qualified or may modify the employee's current position to better accommodate the employee's recurring periods of leave.

**F. Insurance Premiums**

During the employee's family or medical leave of absence, the City will continue to provide health insurance coverage for the employee; however, the employee will remain personally responsible for paying the employee's portion of the insurance premium. Such payments may be made prior to the leave and must be submitted directly to the City Clerk. Failure to pay premiums in a timely manner may result in lapse of coverage.

Payments for all other benefits must be paid in full by the employee during the period of leave. If the employee chooses not to make such payments, the employee will nevertheless be restored to the plan with no break in service upon return from leave. An employee who does not return may be required to repay any insurance premiums paid by the City during leave.

### **G. Job Restoration**

Upon return from family or medical leave in accordance with this policy, the employee will be returned to the same or an equivalent position with no loss in benefits which accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave will be considered to have voluntarily resigned.

### **H. Employee Notification**

An employee who expects or anticipates taking a family or medical leave is required to notify the City Administrator of the date of commencement and the expected duration of the leave at least thirty (30) days in advance of the leave, or if the need for the leave is not foreseeable, as soon as practicable. In cases where the need for leave is foreseeable, an employee's failure to provide thirty (30) days' notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy should submit a complete application for leave form to the City Administrator.

### **Section 2 – Court Leave**

The Employer will grant leave with pay to an employee for the period of time he is required to appear before court, judge, magistrate or coroner, as a plaintiff, defendant or witness, so long as the court appearance is required for City business.

If an employee is required to appear because of the employee's affiliation with the Fire Department for the purpose of testifying as a witness, plaintiff or defendant before a court, judge, magistrate or coroner while off duty, the employee will be paid at time and one half for a minimum of two hours. Any court fees received by the employee for such appearance shall be turned over to the City, except that the employee may retain any portion of such payment that covers mileage reimbursement.

**Section 3 – Jury Duty**

Leave with pay will be granted to bargaining unit employees for time spent in jury and grand jury service up to a maximum of ten (10) shifts. Employees will be paid the difference between compensation received for such jury duty and their regular wages for each day of jury service, except that the employee may retain any portion of such pay that covers mileage reimbursement. In addition, he may keep any such pay that is for service performed on his regularly scheduled days off.

In the event that an employee reports for jury duty on a regularly scheduled shift and is excused for the day, or the jury service is completed, such employee shall report to his regularly assigned duty within a reasonable time.

**Section 4 – Maternity Leave**

Maternity leave will be covered as other leaves consistent with City FMLA policy.

**Section 5 – Educational Leave**

Employees will be granted leave at the request of the employee with pay if the day off is used for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain, or upgrade the individual's certifications, skill, and professional ability. In order to qualify for pay and expenses, such courses must be approved by the Fire Chief.

All employees shall be granted leave with pay to attend courses approved by the Fire Chief.

**ARTICLE 19**  
**WAGES**

**Section 1 – Wages**

Members of the bargaining unit will be paid in accordance with the following schedule:

	<b>+4.5% Effective 5/1/22</b>	<b>+4% Effective 5/1/23</b>	<b>+3% Effective 5/1/24</b>
Recruit	\$56,839.86	\$59,113.45	\$60,886.85
Firefighter (one (1) year)	\$66,865.85	\$69,540.48	\$71,626.69
Firefighter (two (2) years)	\$73,260.43	\$76,190.85	\$78,476.58
Firefighter (three (3) years)	\$76,646.19	\$79,712.04	\$82,103.40
Firefighter (with over ten (10) years of service and F.A.E. certification)	\$80,148.54	\$83,354.48	\$85,855.11
Lieutenant	\$84,675.10	\$88,062.10	\$90,703.96
Captain	\$87,729.70	\$91,238.89	\$93,976.06

**Section 2 – Longevity Pay**

Each employee will be entitled to an increase in pay on the employee’s anniversary date according to the longevity schedule. The longevity pay will be added to the employee’s base pay increasing the hourly rate. These calculations will be figured on the employee’s normal base salary each year.

After 4 years	1%
After 8 years	2%
After 12 years	3%
After 16 years	4%
After 20 years	5%
After 25 years	6%

**Section 3 – Working Out of Classification**

A. When an employee assumes the duty of a classification that carries a higher rate of pay such employee will be paid at the higher rate of pay for all hours worked at the higher classification.

Duties will be assigned on a voluntary basis offered by seniority. If no one accepts the duties, the most senior employee on duty will assume the assignment. Firefighters with less than three (3) years' experience as a full-time Effingham firefighter will not be considered.

If duties are relinquished on a call to a superior officer, excluding a chief officer, said officer will do all reports and appropriate follow ups. This will have no effect on the employee's higher rate of pay.

#### **Section 4 – Overtime**

The City shall comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. §207(k), using a 28-day work period. For these purposes, all paid time (vacation, personal and sick leave) will be treated as time worked and as a result, all full-time firefighters will receive an additional twelve (12) hours per 28-day work period paid at a rate of one-half the firefighter's regular rate of pay.

The Union, after investigating this, does not believe that this payment of twelve (12) hours per month at the overtime rate of pay is a violation of the Fair Labor Standards Act (FLSA) as opposed to calculating each 28-day work period on a stand-alone basis for purposes of overtime computation but cannot guarantee this. The Union agrees that it will not, as an entity, file any alleged FLSA violations nor will it encourage any individual member to do so that results from the above calculation method.

### **ARTICLE 20** **INSURANCE**

#### **Section 1 – Health Insurance**

Absent mutual agreement, the Employer agrees to provide health, hospitalization and medical insurance coverage as modified and agreed to for the term of this Agreement. Employees will pay for 20% of the total cost of their applicable insurance.



The parties agree that in the event the Joint Labor Management Insured Benefit Committee recommends changes in the existing health insurance benefit are not acceptable to the Union, the Union's rights to bargain as to the amount of employee contributions to the cost of health insurance premiums shall be preserved without prejudice.

Current and new employees who have a dependent(s) who qualify for family health insurance coverage and select employee-only coverage, or current and new employees who qualify for single health insurance coverage and decline coverage, shall receive a One Thousand Five Hundred Dollar (\$1,500) annual payment per full policy year at the beginning of each policy year. This election must be made within 30 days of first employment (or the date the participant becomes eligible for coverage under the Medical Plan, if later) and before January 1 of each year thereafter. Once an election is made, it cannot be changed for the remainder of that calendar year unless the participant has a qualifying change in family status. In such a case of a qualifying change during the calendar year, the City will make a prorated payment for the remainder of the policy year beginning the first of the next month or on the date they qualify for coverage.

### **Section 2 – Life Insurance**

The Employer will continue to pay the premium for a Ten Thousand Dollar (\$10,000.00) term life insurance policy during the term of this Agreement. Where the Employer's insurance company permits, the employee may purchase an additional Fifty Thousand Dollars (\$50,000.00) worth of life insurance with the premium paid by the employee.

### **Section 3 – 115 Trust Program**

1. **Purpose.** To provide a retirement healthcare funding plan (RHFP) to all represented full-time City employees and the employees' beneficiaries in accordance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"). The RHFP provides the

employee an opportunity to build a tax-free investment fund to pay for medical qualified expenses post-employment with the City to include, but not be limited to, insurance premiums, co-pays, prescriptions, and deductibles.

2. **Scope.** This policy applies to all full-time represented employees. Employees hired after July 5, 2016 are hereby entered into this program. Employees hired prior to July 5, 2016 were provided a one-time, lifetime opportunity to opt out of this employee benefit program. That opt out opportunity expired on July 5, 2016.
3. **Practice.** The RHFP is hereby referred to as a 115 Trust Program for our full-time certified employees.

The designated contact for this plan is the Accounting Administrator/City Treasurer. The City's plan is administered by the Illinois Public Pension Fund Association (IPPPFA) benefits.

The details of this program are as follows:

- (a) A terminating full-time employee with more than four years of service will defer seventy-five (75) percent of unused sick leave, one hundred (100) percent of unused vacation time, one hundred (100) percent of unused personal time, one hundred (100) percent of unused accumulated time due (compensatory time) into the City's adopted post-employment healthcare plan.
- (b) Unused personal leave at the end of the calendar year and accumulated sick time in excess of one thousand nine hundred twenty (1,920) hours will be put in the employee's post-employment healthcare plan account after they have reached four years of full-time service.

- (c) Unused vacation time in excess of the respective employee's carryover limits, at the end of the calendar year, must be put in the employee's post-employment healthcare plan account.
- (d) Employee contributions shall be made on a pre-tax basis.
- (e) Employee contributions shall be made pursuant to the following schedule:
  - At the completion of 4 years of service .....½% of employee's pay
  - After 8 years.....1% of employee's pay
  - After 12 years.....1 ½% of employee's pay
  - After 16 years.....2% of employee's pay
  - After 20 years.....2 ½% of employee's pay
  - After 25 years.....3% of employee's pay

**ARTICLE 21**  
**JOB EVALUATION**

At the request of the employee, the Fire Chief or his designated representative will make available the job evaluation worksheet to the employee and discuss the manner in which such evaluation was reached. The employee may require the Fire Chief to be present during such discussion.

If the employee disagrees with the job evaluation such employee may submit written comments, suggestions and criticisms, which shall become a part of the employee's file, to the Fire Chief and request a review of the job evaluation by the City Administrator.

**ARTICLE 22**  
**PROMOTIONS**

**Section 1 – Procedure**

Promotions and promotional procedures shall be conducted in accordance with the FDPA Ch. 50 ILCS §742, the terms of this Agreement and the rules of the Board of Fire and Police

Commissioners to the extent they are not in conflict with the terms of the FDPA or the terms of this Agreement.

The existing components, weights, and schedules for awarding Ascertained Merit Points are attached to this Agreement as Appendix C(1).

**Section 2 – Promotional Clothing and Hardware**

Employees appointed to promotional vacancies shall be provided with the following items of clothing and hardware:

Lieutenant:

White Shirt – 1 short sleeve; 1 long sleeve  
1 White Hat  
1 Lieutenant Hat Badge  
1 Name Plate  
2 Lieutenant Collar Insignia

Captain:

1 Hat Badge  
1 Name Tag  
2 Captain Collar Insignia

**ARTICLE 23**  
**EMPLOYEE STATUS**

**Section 1 – Seniority List**

The Employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific Articles and Sections of this Agreement and in such other cases as may be agreed upon by the Employer and the Union.

**Section 2 – Position Descriptions**

The Employer shall maintain a catalogue of the mutually agreed upon descriptions of positions within the bargaining unit and forward copies within a reasonable period of time to the Union upon their request. If the parties fail to agree upon descriptions of positions, either party may submit the matter to arbitration.

**ARTICLE 24**  
**TUITION REIMBURSEMENT**

The Employer will reimburse an employee for one hundred percent (100%) of the cost of tuition, books and required fees upon the successful completion of a course related to fire services at an accredited institution, so long as approval to attend such class has been given by the Fire Chief and approved by the City Administrator. A grade of "C" shall be deemed successful completion of such college course.

**ARTICLE 25**  
**UNIFORM ALLOWANCE**

**Section 1 – Annual Payment**

Employees covered by this collective bargaining agreement shall receive a clothing allowance of up to Six Hundred dollars (\$600.00) per year on a quarter master system for items on the City's authorized list that are purchased for the employee only. Payment for and all clothing purchases shall be made within thirty (30) days prior to the end of the fiscal year, and will be made either directly to the vendor or to the employee presenting the appropriate receipt. An employee desiring a one-time lump sum payment at the beginning of the fiscal year may request so in writing per the City's personnel policy manual. Employees will be allowed to carryover up to One Hundred Dollars (\$100.00) of their uniform allowance to the next year.

**Section 2 – Uniform Allowance For Recruits**

Upon hire each recruit will receive two (2) long-sleeved Class B shirts, two short-sleeved Class B shirts, three (3) long-sleeved and three (3) short-sleeved T-shirts, three (3) Polo shirts, three (3) pairs of pants, a pair of shoes, two (2) belts, a nametag, a three-season jacket, and a tie. Thereafter, during the term of this Agreement, the yearly uniform and accessories allowance will be the same as set forth in Section 1, above.

### **Section 3 – Turnout Gear**

The Employer will provide and maintain turnout gear in accordance with regulations set forth by the National Fire Protection Association. The Employer will provide and maintain personal S.C.B.A. mask for each employee and eyeglass inserts and lenses for those who need them.

### **Section 4 – Uniform Changes**

If, during the term of this Agreement, changes in the required duty uniform by the City result in increased clothing cost, the additional cost will be borne by the City.

## **ARTICLE 26 SAFETY AND HEALTH**

### **Section 1 – General Statement**

Recognizing that the safety and health of the employees covered by this Agreement are the highest priorities of the parties, the parties agree to cooperate in order to attain reasonable standards of safety and health.

### **Section 2 – Safety Committee**

There shall be a joint Safety and Health Committee composed of not more than three (3) full-time and three (3) paid on call. The functions of the Safety and Health Committee will be:

- A. Meet at times mutually agreed upon by both parties.
- B. Make periodic inspections of the fire department facilities, protective equipment, apparatus and other equipment at least once every six (6) months;
- C. Investigate serious accidents, injuries and working conditions and practices which may adversely affect the safety and health of the employees and where appropriate make such recommendations as may be considered appropriate by the committee.

**Section 3 – Safety and Health Rules**

The Employer may institute reasonable rules and regulations pertaining to the safety and health of the employees. The Employer will submit such rules to the joint Safety and Health Committee for their review and comments prior to instituting such rules.

**ARTICLE 27**  
**MISCELLANEOUS PROVISIONS**

**Section 1 – Shift Exchange**

Firefighters may exchange duty time shifts among themselves within the same rank, with the approval of their immediate supervisor; such approval shall not be unreasonably withheld, so long as minimum manning is maintained at each fire station. Officers can trade shifts among themselves, with the approval of the Chief, but are not eligible for any shift differential pay or other incentive as a result of the trade. All trades will be for a minimum of one (1) hour blocks.

**Section 2 – Sanitation, Maintenance and Upkeep**

The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

**Section 3 – Successors**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

#### **Section 4 – Extreme Weather**

Employees will not be required to perform non-emergency duties outdoors when in the opinion of the Chief the elements are of extreme conditions. There shall be no outdoor training when high heat/humidity is in warning by the U.S. Weather Service.

Further, with the approval of the Chief, indoor non-emergency duties will not be required when the extreme temperature conditions are present and there is an absence of indoor controlled temperature (air conditioning and heating).

#### **Section 5 – Relief at a Fire**

It shall be the policy of the Fire Department to try to provide relief at any alarm which exceeds four (4) hours and at any other alarm which because of its nature or because of extreme weather conditions dictates such relief. Relief period shall not exceed two (2) hours and is to be used for personal needs and to prepare equipment for response to subsequent alarms.

#### **Section 6 – Printing and Supplying Agreement**

Copies of this Agreement shall be furnished to each employee in the bargaining unit within ten (10) working days after the signing of such Agreement, at no cost to the employee.

#### **Section 7 – Bulletin Board Space**

The Employer shall provide ample space on bulletin boards for the use of the Union in the fire station at convenient locations accessible to employees. The ample space shall be at least one-half of bulletin board space.

#### **Section 8 – Medical Personnel at Fire Scene**

The Employer agrees to make every effort to assure that an ambulance with trained medical personnel and advanced life support equipment shall be present at the scene of all incidents in which more than initial response is required.



### **Section 9 – Past Practice**

All economic benefits not in conflict with this Agreement and currently in effect shall continue and remain in effect for the term of this Agreement.

### **Section 10 – Mileage Allowance**

Employees required to use their personal auto for Fire Department business only when no City vehicle is available (not including reporting to work or a fire) shall be reimbursed at the I.R.S. rate.

### **Section 11 – Personnel Policy**

The City of Effingham Personnel Policy and Annual Appointment Ordinance shall control anything that is not provided for or in conflict with this Agreement. The parties agree that the Union is not waiving its right to bargain over any mandatory subject of bargaining.

### **Section 12 – Compensation at Termination of Employment**

An employee whose employment is terminated for any reason other than discharge for cause shall be paid for all accumulated overtime, compensatory time, earned holiday, and earned vacation and unused sick time for which payment is due. Such payment shall be made when the employee is placed on inactive status.

### **Section 13 – Travel Expense**

Employer will reimburse up to the applicable Conus rate per day to employees for meals while attending classes or while out of town on City business, provided that no such funds shall be used for the purchase of alcohol. In addition, the Employer will reimburse employees for parking and tolls upon presentation of receipts for attending these classes or City business.

### **Section 14 – SCBA Policy**

Enforcement of the City's SCBA Policy shall be grievable through the dispute resolution procedure of this Agreement (Article 11 – Section 7).

### **Section 15 – Permanent Disability**

Employees who have remained on leave due to a physical or mental incapacity to perform their regular duties for a continuous period in excess of twelve (12) months and thereafter continue to be unable to return to regular duty and have not applied for a disability pension are subject to termination from active status for cause based upon the permanence of their disability. Employees determined to be permanently disabled shall be placed on disability leave by the Board of Fire and Police Commissioners in accordance with the Municipal Code, 65 ILCS 5/10-2.1-24. The Employer's authority to seek such an employee's termination under these circumstances shall not be in derogation of the employee's continuing statutory right to apply for a disability pension, or to his right to restoration to active service upon recovery from disability pursuant to the Firefighter Pension Fund, 40 ILCS 5/4112 and the Municipal Code, 65 ILCS 5/10-2.1-24 or to his right to hearing pursuant to the Municipal Code, 65 ILCS 5/10-2.1-17.

### **Section 16 – Preservation of Statutory Workers Compensation Benefits**

Employer shall not enact any ordinance, rule, regulation or other law that bars or has the effect of barring the rights of employees injured in the line of duty from continuing to exercise their rights to file and have their claims heard and determined according to the provisions of the Illinois Workers Compensation Act (820 ILCS 305/1 et. seq.).

### **Section 17 – Residency**

Individuals shall be recruited from a geographic area as wide as necessary to obtain qualified candidates for the various types of positions. Employees who are required by Illinois State law to reside within the City limits shall be required to reside within the City limits.

All emergency employees are required to reside within City limits or within twenty-five (25) miles from the City's corporate limits. It is agreed that Firefighters who live beyond the

fifteen (15) mile limit who do not respond for callbacks within fifteen (15) minutes of a page will not be eligible for callback pay, but will be paid for actual time on the call and will be eligible to be called to “full stills”.

No City-owned vehicle may be taken outside City limits without the approval of the Chief.

In the event the residence of a City employee residing outside the City limits becomes contiguous to the City limits, such employee shall immediately, upon request of the City, sign a petition requesting annexation to the City.

**Section 18 – City Liability**

The City shall be liable for reasonable damages to employee property and/or loss actually incurred excluding uniform-related loss and shall indemnify any employee for such damages and/or loss which may arise or occur while the employee is on duty and engaged in City business and acting within the scope of the employee’s employment up to a maximum of Five Hundred Dollars (\$500.00).

**Section 19 – Shift Vacancies**

In the event of a shift vacancy, such vacancy shall be filled in accordance with the following provisions:

1. The shift vacancy shall be announced by written bulletin within seven (7) days and shall be posted in convenient locations accessible to all employees for a period of fifteen (15) calendar days. Such shift vacancy shall be considered open for written bid for this 15-day period.
2. In the event more than one employee submits a written bid for the position, the bidding employee with the greatest seniority shall fill the position as long as the resulting transfer does increase the experience imbalance on the affected shift.
3. If no one bids for the position, the Employer shall fill the vacancy with the lowest seniority employee.

**Section 20 – Training**

The City and the Union agree that it is in their mutual interest for employees to be well trained and that all employees must be trained to perform the requirements of the job. It is mutually agreed that training helps to maintain and enhance efficiency in the Fire department, protect the public, reduce insurance costs, and enhance the safety and well-being of all employees. The City and the Union agree to establish a Training Committee, comprised of the Chief or his designee, three (3) members of the bargaining unit and three (3) members of paid on-call which shall advise the Chief on matters as they relate to training. Such committee shall meet at least quarterly or as mutually agreed and make recommendations to the Chief as to the needs of the department.

**Section 21 – Pension Board**

Each of the two (2) Pension Board members will each be granted time off for up to two (2) days per calendar year to attend pension training or conferences per year as long as the time off does not create overtime. A new Pension Board member will be eligible for two (2) additional days off for training the first calendar year. The City will be reimbursed for the pay for the time off by the Pension Board.

**ARTICLE 28**  
**SEPARABILITY AND SAVINGS CLAUSE**

**Section 1 – Savings**

If any Article or Section of this Agreement, or of any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto shall not be affected thereby.

**Section 2 – Separability**

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE 29**  
**DRUG POLICY**

**Section 1 – General Policy Regarding Drugs and Alcohol**

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 adverse effects of drug and alcohol abuse.

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

**Section 2 – Definitions**

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. Thus, the term “drugs” includes both abused prescription medications and illegal drugs. 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. A listing of drugs covered by this Policy are:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

B. “Impairment” due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

C. “Positive Test Results” shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section 6 and Section 13.

D. The term “drug abuse” includes the use of any controlled substance which has not be legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

E. “Under the influence” of alcohol will be determined by the appropriate state or federal regulations.

### **Section 3 – Prohibitions**

Firefighters shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs at any time during the workday on any of the Employer’s premises or job sites, including all of the Employer’s buildings, properties, vehicles and the employee’s personal vehicle while engaged in the business of the Employer.
- B. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.

- C. Being under the influence of alcohol during the course of the workday.
- D. Failing to report use to their supervisor any known adverse side effects of over-the-counter medication or prescription drugs which they are taking.

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

#### **Section 4 – The Administration of Tests**

##### **A. Informing Employees Regarding Drug Testing**

All employees will be fully informed, in writing, of the Employer's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will inform the employees of how the tests are conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him or her.

##### **B. Pre-Employment Screening**

All new Firefighter applicants will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment.

##### **C. When a Test May Be Compelled**

There shall be no across-the-board or random drug testing of employees. Where there is reasonable suspicion to suspect that an employee is under the influence of drugs and is impaired while on duty, that employee may be required to report for drug testing. When a supervisor has reasonable suspicion to suspect that an employee is impaired, that supervisor shall have the Fire

Chief confirm that suspicion. If the suspicion is confirmed, the Union shall be notified and the Fire Department shall arrange for a drug test. Management shall inform the employee being ordered to submit to the test of his/her right to consult with a Union Representative before submitting to the test. 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 discharge. There will be automatic drug and alcohol testing required when the employee is involved in a vehicle collision that results in injuries and/or property damage.

**D. Reasonable Suspicion Standard**

Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using and/or is physically impaired due to being under the influence of 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 resulting from using or being under the influence of alcohol or controlled substances;
2. Information provided by an identifiable, reliable and credible source(s) of which is independently corroborated.

It is understood that a drug test 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-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol abuse.

**E. Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the



objective facts and reasonable inferences drawn from those facts which formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given. 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 5 – Conduct of Tests**

In conducting the testing authorized by this Agreement, the Employer shall:

- A. Use only a clinical laboratory or hospital facility that is mutually agreed by the Union and the employer, and is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- B. Ensure that the laboratory or facility selected conforms to all NIDA standards;
- C. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such result available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.
- D. Collect a sufficient sample of the same body 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 if requested by the employee.
- E. Collect samples in such manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable suspicion that the employee has attempted to compromise the accuracy of the testing procedure;

- F. Confirm any sample that test positive in the initial screening for 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 provides 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;
- H. Require that with regard to alcohol testing, test results that show an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive, except, that on duty employees assigned and performing the duties to drive fire apparatus who test at a .05 or above at any time on duty for alcohol concentration shall be considered positive.
- I. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- J. Ensure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment 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 Employer that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understanding expressed herein, the Employer shall not use such information in any manner or forum adverse to the employee's interest.

**Section 6 – Drug Testing Standards**

**A. Screening Test Standards**

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

	<u>Initial Test Level</u>
Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

## **B. Confirmatory Test Standards**

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

	<u>Confirmatory Test Level</u>
Marijuana metabolites 1	15 ng/ml
Cocaine metabolites 2	150 ng/ml
Opiate:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamines	500 ng/ml
Methamphetamine	500 ng/ml
1 Delta-9-tetrahydrocannabinol-9-carboxylic acid	
2 Benzoyl ecgonine	

### **Section 7 – 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 8 – Voluntary Request for Assistance**

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except

reassignment as described above. No employee shall be relieved or transferred to other than his usual duties on the basis of one test result although the employee may be reevaluated for his duty assignment. 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.

### **Section 9 – Discipline**

All discipline in situations involving a positive test shall be administered as specified herein:

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 “aftercare” group for a period up to twelve months;
4. Submit to random testing during working hours during the period of “aftercare” treatment.

Employees who do not agree to the foregoing, shall be subject to discipline, up to and including discharge. The Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

B. Second Positive: Employees who test positive for the presence of drugs or alcohol during their hours of work while in treatment may be suspended for an additional thirty (30) calendar days but only if the employee agrees to continue treatment as specified above.

C. Third Positive: Employees who test positive a third time while in treatment shall be discharged and the penalty shall not be subject to the grievance procedure. Employees who test positive in a separate document after completing a treatment program shall be placed on an unpaid leave of absence for up to sixty (60) days. If the employee enrolls in an approved treatment program and is released from the program and approved to return to duty by the treatment program directors within the sixty (60) day period, the employee shall be returned to duty without loss of seniority. Upon return to duty the employee shall be subject to random testing for a period of time mutually agreed to by the employee and Employer.

If the employee tests positive again, he shall be discharged and the penalty shall not be subject to the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined (i.e. determination by independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment. Employees who are taking prescribed or over-the-counter medication that has an adverse side effect which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with full pay to other more suitable duties.

#### **Section 10 – Insurance Coverage**

The Employer shall maintain health insurance benefits contributing to the cost of the EAP program and/or subsequent treatment. The insurance provides for both out-patient and in-patient treatment depending on the appropriate course in each employee's case.

**Section 11 – Duty Assignment**

If the nature of the Employee Assistance Program (EAP) or treatment program (e.g. out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual’s previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his treatment leave.

Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a year.

**Section 12 – Confidentiality of Test Results**

The results of drug and alcohol test will be disclosed to the person tested, the Fire Chief, the Deputy City Administrator, and such other officials on a need to know basis. Such designations will be made on a need-to-know basis. If the employee is represented by a Union and consents in writing, test results will be disclosed to the employee’s Union. 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 at the appropriate stage of the disciplinary process to refute said results.

**Section 13 – Alcohol Test Standards**

The following table shall be used to determine what concentrations of blood alcohol constitute a test result, in that the employee will be presumed to have been impaired.

Elapsed Time Since Employee Has Begun His Workday to Time the Employee	Presumed to
------------------------------------------------------------------------------------	-------------

Gives the Blood Sample	Considered Unimpaired	No Presumption	Have Been Impaired
0 Hour – 1 Hour	.05 or less	>.05 but < .08	.08 or more
1 Hour – 2 Hours	.04 or less	>.04 but < .08	.08 or more
2 Hours – 3 Hours	.03 or less	>.03 but < .08	.08 or more
3 Hours – 4 Hours	.02 or less	>.02 but < .07	.07 or more
4 Hours – 5 Hours	.01 or less	>.01 but < .06	.06 or more
5 Hours – 6 Hours	.00 or less	>.00 but < .05	.05 or more
6 Hours – 7 Hours	.00 or less	>.00 but < .04	.04 or more
7 Hours – 8 Hours	.00 or less	>.00 but < .03	.03 or more
8 Hours – 9 Hours	.00 or less	>.00 but < .02	

Percent by weight of alcohol in the blood shall be based on grams of alcohol per 100 cubic centimeters of blood.

**ARTICLE 30**  
**DURATION AND SIGNATURE**

**Section 1 – Term of Agreement**

This Agreement shall be effective from May 1, 2022 and shall remain in full force and effect until midnight, April 30, 2025. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred twenty (120) nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**Section 2 – Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

**Section 3 – Reopener**

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one hundred twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than thirty (30) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation.

The parties further agree to reopen negotiations within the term of this Agreement to make changes to weights and measures utilized for the purpose of promotions, if the State of Illinois officially adopts changes to the State certification requirements.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day of June, 2022.

**CITY OF EFFINGHAM**

**EFFINGHAM FIREFIGHTERS  
ASSOCIATION, UNION LOCAL NO. 3084**

\_\_\_\_\_  
Mike Schutzbach, Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
Steven Miller, City Administrator

\_\_\_\_\_  
Secretary





APPENDIX C(1)

<b>Component</b>	<b>% of Total Score</b>	<b>Max. Points</b>
Seniority	5	5
Ascertained Merit	10	10
Subjective Evaluation and Assessment	30	30
Written Examination	55	55
<b>TOTAL</b>	<b>100</b>	<b>100</b>

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