LABOR AGREEMENT

BETWEEN

THE CITY OF CARBONDALE
ILLINOIS

A MUNICIPAL CORPORATION

AND

LOCAL UNION
NO. 1961

OF THE

INTERNATIONAL ASSOCIATION
OF
FIREFIGHTERS
AFL-CIO, CLC.

May 1, 2018 THROUGH April 30, 2021
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>PURPOSE OF AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>III</td>
<td>UNION SECURITY</td>
<td>1</td>
</tr>
<tr>
<td>IV</td>
<td>EMPLOYER AUTHORITY</td>
<td>2</td>
</tr>
<tr>
<td>V</td>
<td>EMPLOYEE RIGHTS GRIEVANCE PROCEDURE</td>
<td>2</td>
</tr>
<tr>
<td>VI</td>
<td>DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>VII</td>
<td>HOURS OF WORK AND PREMIUM RATES</td>
<td>4</td>
</tr>
<tr>
<td>7.1</td>
<td>Hours of work</td>
<td>4</td>
</tr>
<tr>
<td>7.2</td>
<td>Pay Rate</td>
<td>5</td>
</tr>
<tr>
<td>7.3</td>
<td>Overtime</td>
<td>6</td>
</tr>
<tr>
<td>VIII</td>
<td>PAY AND ALLOWANCES</td>
<td>7</td>
</tr>
<tr>
<td>8.1</td>
<td>Holidays and Holiday Pay</td>
<td>7</td>
</tr>
<tr>
<td>8.2</td>
<td>Workmen's Compensation</td>
<td>8</td>
</tr>
<tr>
<td>8.3</td>
<td>Medical Examination</td>
<td>8</td>
</tr>
<tr>
<td>8.4</td>
<td>Liability</td>
<td>9</td>
</tr>
<tr>
<td>8.5</td>
<td>Personal Property</td>
<td>9</td>
</tr>
<tr>
<td>8.6</td>
<td>Insurance</td>
<td>9</td>
</tr>
<tr>
<td>8.7</td>
<td>Uniforms</td>
<td>9</td>
</tr>
<tr>
<td>8.8</td>
<td>No Pyramiding</td>
<td>10</td>
</tr>
<tr>
<td>IX</td>
<td>LEAVES OF ABSENCE</td>
<td>10</td>
</tr>
<tr>
<td>9.1</td>
<td>Vacations</td>
<td>10</td>
</tr>
<tr>
<td>9.2</td>
<td>Sick Leave</td>
<td>11</td>
</tr>
<tr>
<td>9.3</td>
<td>Injury Leave</td>
<td>11</td>
</tr>
<tr>
<td>A.</td>
<td>Use of Injury Leave</td>
<td>11</td>
</tr>
<tr>
<td>B.</td>
<td>Period Not Covered by Workmen's Compensation</td>
<td>12</td>
</tr>
<tr>
<td>C.</td>
<td>Use of Sick Leave and Vacation</td>
<td>12</td>
</tr>
<tr>
<td>D.</td>
<td>Contested Injuries</td>
<td>12</td>
</tr>
<tr>
<td>9.4</td>
<td>Funeral Leave</td>
<td>12</td>
</tr>
<tr>
<td>9.5</td>
<td>Personal Leave</td>
<td>12</td>
</tr>
<tr>
<td>9.6</td>
<td>Leave Records</td>
<td>13</td>
</tr>
<tr>
<td>9.7</td>
<td>Compensatory Time</td>
<td>13</td>
</tr>
<tr>
<td>9.8</td>
<td>Temporary Restricted Duty</td>
<td>13</td>
</tr>
<tr>
<td>X</td>
<td>RULES AND REGULATIONS</td>
<td>14</td>
</tr>
<tr>
<td>XI</td>
<td>DISCRIMINATION</td>
<td>14</td>
</tr>
<tr>
<td>XII</td>
<td>MISCELLANEOUS PROVISIONS</td>
<td>15</td>
</tr>
<tr>
<td>12.1</td>
<td>Station Assignments</td>
<td>15</td>
</tr>
<tr>
<td>12.2</td>
<td>Other Employment</td>
<td>15</td>
</tr>
<tr>
<td>12.3</td>
<td>Company Strength</td>
<td>15</td>
</tr>
<tr>
<td>12.4</td>
<td>Relief at Fires</td>
<td>15</td>
</tr>
<tr>
<td>12.5</td>
<td>Tardiness and Absenteeism</td>
<td>16</td>
</tr>
<tr>
<td>12.6</td>
<td>Disciplinary Procedures</td>
<td>16</td>
</tr>
<tr>
<td>12.7</td>
<td>Job Description - Firefighter: Nature of Work</td>
<td>17</td>
</tr>
<tr>
<td>12.8</td>
<td>Training and Education Compensation</td>
<td>18</td>
</tr>
<tr>
<td>12.9</td>
<td>SCBA Testing</td>
<td>19</td>
</tr>
<tr>
<td>12.10</td>
<td>Failure to Pass SCBA Testing</td>
<td>19</td>
</tr>
<tr>
<td>12.11</td>
<td>IDPH Emergency Medical License Renewal</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE XIII SAVINGS CLAUSE</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>----------------------------</td>
<td>----</td>
<td></td>
</tr>
<tr>
<td>ARTICLE XIV NO STRIKE CLAUSE</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>ARTICLE XV SICK LEAVE CONVERSION AT RETIREMENT</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>ARTICLE XVI LABOR MANAGEMENT MEETINGS</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>16.1 Meeting Request</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>16.2 Content</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>16.3 Attendance</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>ARTICLE XVII DRUG AND ALCOHOL TESTING</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>17.1 Policy, Purpose and Goal</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>17.2 Informing Employees Regarding Drug Testing</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>17.3 Drug and Alcohol Testing Permitted</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>17.4 Order to Submit to Testing</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>17.5 Conduct of Tests</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>17.6 Drug Testing Standards</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>17.7 Right to Contest</td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>17.8 Voluntary Requests for Assistance</td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>17.9 Discipline</td>
<td>26</td>
<td></td>
</tr>
<tr>
<td>17.10 Costs and Expenses</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>17.11 Savings Clause</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>17.12 Alcohol Test Standards</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>ARTICLE XVIII DISCIPLINE AND DISCHARGE</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>18.1 Definition</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>18.2 Maintenance of Benefits</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>18.3 Personnel Files</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>18.4 Union Representation</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>18.5 Investigation Procedures</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>ARTICLE XIX POST EMPLOYMENT HEALTH PLAN</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>ARTICLE XX PROMOTION TO CAPTAIN</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>20.1 Promotions</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>ARTICLE XXI DURATION</td>
<td>38</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN
THE CITY OF CARBONDALE
AND
LOCAL NO. 1961
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, CLC.

ARTICLE I PURPOSE OF AGREEMENT

This Agreement is entered into by and between the City of Carbondale, Illinois, a Municipal Corporation, hereinafter called the Employer, and Local No. 1961 International Association of Firefighters, AFL-CIO, CLC, hereinafter referred to as the Union.

WHEREAS, the Employer has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees; it is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union: to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE II RECOGNITION

The employer recognizes the Union as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Assistant Fire Chief, Fire Captain, and clerical employees.

New employees shall be considered probationary employees for the first twelve months following their initial date of hire. The City shall be the sole judge of whether a probationary employee shall be continued in employment during the first twelve months. The City may terminate a probationary employee without cause and that employee shall have no recourse to the grievance procedure under Article V of this Agreement or the Board of Fire and Police Commissioners to contest such discharge.

ARTICLE III UNION SECURITY

Any present or future employee who is recognized in Article II above, and who is not a member of the union, shall pay the Union a monthly service charge equal to the monthly Union dues as a contribution toward the administration of this Agreement.

In recognition of the Union as the formal representative, the Employer shall:

1. Deduct each payroll period, an amount sufficient to provide the payment of dues established by the Union from wages of all employees authorizing in writing such deductions;

2. Remit such deduction to the appropriate designated officer of the Union, within thirty (30) days.
ARTICLE IV EMPLOYER AUTHORITY

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with the existing and future laws and regulations of the appropriate authorities, including work rules. The prerogatives of authority which the Employer has not officially abridged, delegated or modified by this Agreement, are retained by the Employer, such as, but not limited to:

1. Direct Employees;

2. Hire, promote, transfer, assign, retain employees in positions; and, to suspend, demote, discharge, or take disciplinary action against employees; in accordance with the City Ordinance 73-94, as amended;

3. Relieve employees from duties because of lack of work or other legitimate reasons;

4. Maintain the efficiency of the government operations;

5. Determine the methods, means, job classifications and personnel by which such operations are to be conducted, in accordance with City Ordinance 73-94, as amended;

6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency, in accordance with City Ordinance 73-94, as amended;

7. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

ARTICLE V EMPLOYEE RIGHTS GRIEVANCE PROCEDURE

Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

1. The Union Shift Steward, upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion, no grievance does exist, no further action is necessary;

2. If a grievance does exist, the Shift Steward with or without the physical presence of the aggrieved employee, shall present the grievance in writing to the Fire Chief within five (5) business days after the grievance arises;

3. The Fire Chief shall investigate the grievance and render a decision in writing within five (5) business days, if the grievance has not been settled, the Shift Steward may submit the grievance in writing within five (5) business days to the City Manager for adjustment;
4. The City Manager shall conduct a hearing regarding the grievance within five (5) business days, and shall render a decision in writing within five (5) business days from the date of the hearing. If the grievance has not been settled, either party shall have the right to request arbitration by giving notice to the Federal Mediation and Conciliation Service within ten (10) business days requesting a list of arbitrators with a copy of the letter being sent to the other party. Within five (5) business days after receipt of the list, the parties will meet and will alternately strike from the list until one name remains, and they shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the Employer and the Union. The expense of the arbitrator shall be shared equally by both parties.

In order to avoid the necessity of processing numerous grievances at one time on the same subject or event, the Union may file a single grievance at the appropriate step. When this occurs, all other grievances, on the same subject or event, shall be held in abeyance, and the Union grievance shall be processed as a precedent. When such grievance is resolved, the parties shall review the other grievances that were held in abeyance, in an effort to resolve them. If any such grievances cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the grievance procedure and the established time limitations shall become effective at that time.

Nothing in this Agreement is intended to prohibit the Employer from processing a grievance through the grievance procedure up to and including arbitration. The decision of the arbitrator shall be final and binding upon both parties.

If the Employer fails to abide by the time limits set forth in the grievance procedure, the grievance of the employee or employees shall be declared valid and awarded to the aggrieved party by point of forfeiture; if the employee or employees fail to abide by the time limits set forth in the grievance procedure, the grievance of the employee or employees shall be declared null and void and the employee or employees shall lose their right to file a grievance on the particular incident. Nothing in this agreement prohibits the Employer and the Union from mutually agreeing to waive the time limits established herein.

**ARTICLE VI DEFINITIONS**

Following are terms used in this Agreement, and their definitions:

**UNION** - Local 1961, International Association of Firefighters;

**EMPLOYER** - City of Carbondale, Illinois, a municipal corporation;

**EMPLOYEE** - An employee is a member of the bargaining unit as defined in Article II of this Agreement;

**BASE PAY RATE** - The employee's hourly rate, exclusive of longevity with the City, to be paid in accordance with the graduated scale established in this Agreement;

**SENIORITY** - Length of continuous service as a member of the Carbondale Fire Department;
GRIEVANCE - A dispute concerning the interpretation and application of the express provisions of this Agreement;

SHIFT - One tour of duty.

GENDER - Words importing the masculine gender may be applied to females.

ARTICLE VII HOURS OF WORK AND PREMIUM RATES

7.1 Hours of Work

The average work hours per week shall be in compliance with the Fair Labor Standards Act (FLSA) as long as that act applies to municipalities. In compliance with the FLSA and the rules and regulations adopted by the U.S. Department of Labor pursuant to that act and in effect at the adoption of this contract, the employees covered by this Agreement shall be assigned to a regular work schedule of twenty-four (24) consecutive hours on duty, followed by forty-eight (48) consecutive hours of off duty time. The on duty shift shall begin at 6:00 p.m. on one day and end at 6:00 p.m. the following day. The annual average hours of work per week shall not exceed fifty-two (52) hours. The average weekly hours shall be accomplished by scheduling twelve (12) hours off duty every seventh (7th) scheduled regular duty shift. The twelve (12) hours off duty shall begin at 6:00 a.m. and end at 6:00 p.m. on the regular scheduled seventh (7th) regular duty shift, except as provided below:

In the event that shift staffing of Fire Department employees who receive Kelly Days is over seven (7) employees per shift, one of the following alternatives shall be followed to avoid having two (2) employees off on a Kelly Day at the same time (a so-called "double Kelly"): (1) employees shall be solicited to volunteer to have their Kelly Day scheduled during the 6:00 p.m. to 6:00 a.m. time period on the day when there otherwise would be a double Kelly, and in the event more than one employee so volunteers, the more senior employee to volunteer shall have first option to make this election; (2) in the absence of volunteer employees, the most junior employee on the shift shall have their Kelly Days scheduled during the 6:00 p.m. to 6:00 a.m. time period on the day when there otherwise would be a double Kelly.

The work period for computing overtime under the present FLSA Law shall be twenty-one (21) days.

Probationary employees may be temporarily assigned to a work shift other than stated above where such assignment is necessary to meet required training classes or courses during the probationary period. Probationary employees shall not have their base salaries diminished due to any change in their hours of work which are less than the average hours per week stated above.

However, should the Fair Labor Standards Act or the rules and regulations adopted by the U.S. Department of Labor pursuant to that act require a maximum number of work hours per week less than the current fifty-two (52) hour per week maximum during the term of this contract, this contract shall be adjusted in the following manner:
The work period shall be based on tours of duty established by the Fire Chief which shall be in accordance with the Fair Labor Standards Act so long as the Fair Labor Standards Act applies to municipalities. The number of days comprising the FLSA work period shall be determined by the Employer. Tours of duty shall be worked in accordance with a schedule established by the Fire Chief. The Employer shall adjust rates of pay and fringe benefits accordingly and non-retroactively.

However, should the FLSA no longer apply to municipalities, the work schedule will remain as specified in the third paragraph above.

However, should the number of full-time employees drop below eighteen during the term of this contract, the Kelly day as referred to above shall be changed to be from 6:00 p.m. to 6:00 a.m.

7.2 PAY RATE

The base pay rates for firefighters shall be as follows for the pay period effective as of May 1, 2018:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probationary Firefighter</td>
<td>$16.72 per hour</td>
</tr>
<tr>
<td>Firefighter</td>
<td>$20.05 per hour</td>
</tr>
</tbody>
</table>

The base pay rates for firefighters shall be as follows for the pay period effective as of May 1, 2019:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probationary Firefighter</td>
<td>$17.10 per hour</td>
</tr>
<tr>
<td>Firefighter</td>
<td>$20.50 per hour</td>
</tr>
</tbody>
</table>

The base pay rates for firefighters shall be as follows for the pay period effective as of May 1, 2020:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probationary Firefighter</td>
<td>$17.53 per hour</td>
</tr>
<tr>
<td>Firefighter</td>
<td>$21.01 per hour</td>
</tr>
</tbody>
</table>

In addition to the above rate, the following per cent shall be added for longevity for years of continuous service to the City:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than five (5) years</td>
<td>None</td>
</tr>
<tr>
<td>Five (5) years, but less than ten (10) years</td>
<td>2.5%</td>
</tr>
<tr>
<td>Ten (10) years, but less than fifteen (15) years</td>
<td>5.0%</td>
</tr>
<tr>
<td>Fifteen (15) years, but less than sixteen (16) years</td>
<td>7.5%</td>
</tr>
<tr>
<td>Sixteen (16) years through twenty-five (25) years</td>
<td>5% / year to a maximum of 12.5%</td>
</tr>
</tbody>
</table>
Example – Hourly Rate Plus Longevity

<table>
<thead>
<tr>
<th>Base Pay Rate</th>
<th>5/1/2018</th>
<th>5/1/2019</th>
<th>5/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>+2.5% 5 Years Accrued Service</td>
<td>$20.05</td>
<td>$20.50</td>
<td>$21.01</td>
</tr>
<tr>
<td>+5.0% 10 Years Accrued Service</td>
<td>$20.55</td>
<td>$21.01</td>
<td>$21.54</td>
</tr>
<tr>
<td>+7.5% 15 Years Accrued Service</td>
<td>$21.05</td>
<td>$21.53</td>
<td>$22.06</td>
</tr>
<tr>
<td>+8.0% 16 Years Accrued Service</td>
<td>$21.55</td>
<td>$22.04</td>
<td>$22.59</td>
</tr>
<tr>
<td>+8.5% 17 Years Accrued Service</td>
<td>$21.65</td>
<td>$22.14</td>
<td>$22.69</td>
</tr>
<tr>
<td>+9.0% 18 Years Accrued Service</td>
<td>$21.75</td>
<td>$22.24</td>
<td>$22.80</td>
</tr>
<tr>
<td>+9.5% 19 Years Accrued Service</td>
<td>$21.85</td>
<td>$22.35</td>
<td>$22.90</td>
</tr>
<tr>
<td>+10.0% 20 Years Accrued Service</td>
<td>$21.95</td>
<td>$22.45</td>
<td>$23.01</td>
</tr>
<tr>
<td>+10.5% 21 Years Accrued Service</td>
<td>$22.06</td>
<td>$22.55</td>
<td>$23.11</td>
</tr>
<tr>
<td>+11.0% 22 Years Accrued Service</td>
<td>$22.16</td>
<td>$22.65</td>
<td>$23.22</td>
</tr>
<tr>
<td>+11.5% 23 Years Accrued Service</td>
<td>$22.26</td>
<td>$22.76</td>
<td>$23.32</td>
</tr>
<tr>
<td>+12.0% 24 Years Accrued Service</td>
<td>$22.36</td>
<td>$22.86</td>
<td>$23.43</td>
</tr>
<tr>
<td>+12.5% 25 Years Accrued Service</td>
<td>$22.46</td>
<td>$22.96</td>
<td>$23.53</td>
</tr>
</tbody>
</table>

7.3 Overtime

The overtime pay rate for the members of the bargaining unit shall be one and one-half (1.5) times the hourly rate as set forth in this section. Overtime shall be paid for work under any of the following conditions:

A. Daily: All work performed in excess of any one tour of duty. Any employee of the Fire Department ordered to stand-by at the station or on duty, or not properly relieved by the Fire Chief or the Shift Supervisor at the change of shift, shall be entitled to overtime pay at their regular classified rate until properly relieved. When firefighting equipment leaves the station before a scheduled shift change and returns after a scheduled shift change, the oncoming shift shall be responsible for all cleaning and maintenance of equipment.

B. Recall: Except as otherwise provided in this Agreement, when an employee is recalled to duty for overtime work, the employee shall receive four (4) hours of overtime pay, or overtime pay for the actual number of hours worked, whichever is greater. If an employee is recalled to duty for overtime less than four (4) hours before the start of their working shift, the employee shall receive overtime pay for the work performed from the time they are recalled to duty and the start of their working shift only. Employees called for overtime shall report promptly unless excused. All overtime shall be equally and impartially distributed among the employees who ordinarily perform such work in the normal course of the work week according to the following schedule:

1. Emergency vacancy coverage shall be covered by the on-duty employee with the least amount of vacancy coverage hours. These firefighters will
be named from the on-duty shift previous to the shift in which the
vacancy occurs. The list shall be maintained for each shift by the
command officer, posted and subject to challenge by a Union
representative.

2. All vacancies will be covered according to the total hours worked. The
first employee to be called in the event of a vacancy will be that employee
with the least amount of hours worked on extra or emergency call duty.

3. The list shall be maintained for each shift by the Command Officer,
posted and subject to challenge by a Union representative. For purposes
of determining total hours worked when assigning overtime, the
Command Officer shall use the list as it exists once the overtime is
assigned. Changes in hours worked that occur after an employee is
scheduled for overtime shall not require the reassignment of already
scheduled overtime.

4. Employees who are called for overtime coverage, and who seek and are
excused from such overtime, shall be charged with overtime for the
purpose of equalizing the distribution.

5. A Command Officer or the Fire Chief will be responsible for calling a
firefighter to fill a vacancy. The employee who is called will notify the
Fire Department within ten (10) minutes after having been called as to
whether or not they will work. If they should refuse, they will be charged
for that number of hours.

6. Certain employees may be called out for special assignments based on
their training and/or education for the assignment. The Employer will
attempt to equitably distribute call-outs for said special assignments.

To claim overtime pay, employees shall submit "overtime slips" to the Fire Chief or a
Command Officer for all such work performed within the pay period. If, upon receiving such a
slip, the Fire Chief or a Command Officer feels that the claim or claims for overtime pay should
be altered or adjusted in any way, they shall inform the employee of this fact and discuss the
same with the employee before any adjustment or alteration can be made.

The employees may trade or exchange shifts, tours of duty, or days off, on a temporary
basis. The Fire Chief or a Command Officer shall be advised in advance thereof, and may deny
such exchanges based upon the requirements of the service.

ARTICLE VIII PAY AND ALLOWANCES

8.1 Holidays and Holiday Pay

1. The following days shall be recognized holidays and shall be observed on the
date or days indicated for the term of this Agreement:
New Year’s Day
Martin Luther King, Jr.’s Birthday
Lincoln’s Birthday
Easter
Memorial Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving Day
Christmas Day

January 1
3rd Monday in January
February 12
Easter Sunday
May 30
July 4
1st Monday in September
November 11
4th Thursday in November
December 25

2. For the purpose of this Agreement, a holiday pay period shall commence at 6:00 p.m. prior to the above day or dates and will end twenty-four (24) hours later.

3. A. Employees whose regular shift schedule requires them to work on a holiday (other than their birthday) will receive the regular hourly rate of pay plus one times their regular hourly rate of pay times the number of hours actually worked.

B. If a firefighter does not work on a holiday, they shall receive twelve (12) hours of holiday pay at their regular hourly rate.

C. Employees who qualify for overtime payment under Article VII of this Agreement by working on a holiday shall be paid double-time for all hours worked on the holiday.

D. If a firefighter’s Kelly Day falls on a holiday, they shall receive double-time for all hours worked plus one-half the regular hourly rate for hours not worked.

4. A. If a firefighter works on their birthday holiday, they shall be entitled to one working shift off with pay at their regular hourly rate. Said shift off must be approved in advance by the Fire Chief and must be taken within the 90 days following the employee’s birthday.

B. If a firefighter does not work on their birthday holiday, they shall receive one (1) working shift of "Holiday Premium" at their regular hourly rate of pay.

8.2 Workmen’s Compensation

The Employer shall provide Workmen’s Compensation Insurance.

8.3 Medical Examination

A physical examination, which shall include only the items listed on the Request for Medical Examination form, will be provided by the Employer upon request of either the Employer or the employee from a PPO (Preferred Provider Organization). Use form attached to contract for such requests. Form must be completed and approved by the Employer before the physical examination is held. Said forms shall be processed within three (3) working days after receipt in the Human Resources Department. Employees are to notify the employer of the date
of the physical examination within ten (10) days after approval of request by employer. The health or medical insurance provided by the Employer will be used to cover any or all of the costs for a physical examination pursuant to this section with any cost not covered by said health or medical insurance paid to the employee on a reimbursement basis upon the submission of adequate proof of payment of the uncovered cost by the employee. There shall be a limit of one (1) examination per employee per year. Employees may use health care provider of their choice.

8.4 Liability

No employee shall be financially liable for the loss or damage to the Employer’s fire or emergency equipment unless such loss or damage is the result of the employee’s gross negligence.

The Employer shall provide insurance coverage to protect employees from liability or bodily injury or property damage claims arising from accidents occurring while the employee is driving a department vehicle in the course of their employment.

8.5 Personal Property

The Employer agrees to repair or replace dentures, eye glasses, or contact lenses that are damaged, destroyed or lost in the line of duty, during the course of this Agreement. Any claim for compensation under this section must be reasonably substantiated with a Command Officer or the Fire Chief before the end of the tour of duty. The replacement of contact lenses is limited to forty dollars ($40.00) per contact lens and one (1) occurrence per contract year.

8.6 Insurance

The City shall continue to provide substantially the same medical insurance plan for members of the bargaining unit as it does for all non-union, non-supervisory personnel of the City during the term of this Agreement and shall share costs for said medical insurance as it does for all non-union, non-supervisory personnel of the City during the term of this Agreement. The City reserves the right to change insurance carriers, benefit levels or employee costs, or to self-insure, or to adopt a health maintenance organization or Preferred Provider Organization plan for the provision of health care benefits, so long as the new coverage and benefits are reasonably similar to those provided to the remaining full-time employees of the City.

8.7 Uniforms

The Employer will issue all necessary uniforms to a Probationary Firefighter. The Union acknowledges that a uniform allowance is included in the base pay rate listed in Article VII.

All firefighters shall purchase their uniforms from a vendor provided by the Employer. In addition, the Employer shall continue to furnish the following pieces of clothing: gloves, boots, bunker clothes, helmets, shields and protective hoods. All items furnished by the employer shall be the property of the Employer and shall be worn only when on duty.
8.8 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. When two or more rates of compensation are applicable for the same hours worked, the higher rate of compensation shall be paid.

ARTICLE IX LEAVES OF ABSENCE

9.1 Vacations

The members of the bargaining unit shall receive vacation time with pay at the following rates:

1. After one (1) year of full-time and continuous service the employee shall be granted vacation equal to 104 hours.

2. After five (5) years of full-time and continuous service the employee shall be granted vacation equal to 156 hours.

3. After ten (10) years of full-time and continuous service the employee shall be granted vacation equal to 208 hours.

A vacation list shall be posted by the Fire Chief, or their designee, on or before January 1 of each year. The list shall be divided according to platoons, with the names of the members of each platoon being listed in order of seniority. Beginning on January 15 of each year, the senior member of each platoon shall have three (3) days to select their vacation period for the upcoming fiscal year. Upon selection by the senior member on the list, the next member who is listed shall select their vacation period within three (3) days, and so on until all members on the list have selected their vacation period. If a member does not select their vacation period during the three (3) days allotted for him to do so, their name shall be placed at the bottom of the list and the others shall precede him in selection. Any member of the bargaining unit may choose to split their vacation; however, if they do so, they will choose their first leave as provided above, and will then go to the bottom of the list to choose their remaining vacation time.

Vacation time may be accumulated to a total not to exceed one and one-half (1.5) times the amount of vacation that an employee is eligible to earn in any one year. Vacation time shall be granted every six (6) months, beginning with the employee’s anniversary date of hire, in increments equal to one-half of the annual vacation time earned.

Vacation requests may be denied based on the requirements of the service. An employee whose vacation time is denied based on the requirements of the service which causes the 1.5 accumulation cap to be exceeded shall be given four (4) months following the receipt of the semiannual allotment of vacation time to use the vacation time denied.

Employees may use vacation time in increments of twelve (12) hours working shift with two (2) week’s notice with the understanding that only one employee per shift shall be scheduled off on vacation. The twelve (12) hours vacation used in conjunction with their scheduled Kelly Day shall not apply to Personal Leave. The use of twelve (12) hours of vacation
from 6:00 p.m. to 6:00 a.m. will not apply to Personal Leave. The use of twelve (12) hours of vacation from 6:00 a.m. to 6:00 p.m., not in conjunction with the Kelly Day, will apply to Personal Leave.

Employees may use vacation time in increments of a twenty-four (24) hour working shift with a two (2) week notice. Said vacation of a twenty-four (24) hour working shift shall not apply to Personal Leave.

9.2 Sick Leave

Sick leave shall be granted to an employee because of personal illness or physical incapacity resulting from causes beyond the employee's control, or illness of a spouse, children, parent, step-parent, step-child, sibling, or step-sibling who are members of the employee's household that requires the employee's personal care and attention.

Sick leave shall be granted only if the requirements of this contract are met and illness is reported in compliance with City rules.

The Employer may within its discretion require a doctor's certificate or other proof of injury or illness deemed acceptable by the City for any sick leave request. The City will accept documentation from a doctor as defined in the Illinois Medical Practice Act of 1987, the Illinois Optometric Practice Act of 1987, the Podiatric Medical Practice Act of 1987 or the Illinois Dental Practice Act. Normally, the City will not require a doctor's certification for absences of three (3) consecutive shifts or less, unless there is a reasonable suspicion of abuse.

Sick leave accumulated or earned after January 11, 1986, shall be computed at the rate of eleven (11) hours of sick leave earned per month and may be accumulated indefinitely.

9.3 Injury Leave

Employees who are otherwise eligible for sick leave accumulation and are injured on the job shall be paid to the extent of eighteen (18) weeks for each new and separate injury, in addition to and prior to the use of sick leave accumulations except as provided hereafter in this section. After all injury leave is used, the employee may elect to use any sick leave or vacation due him at the time of injury.

A. Use of Injury Leave

The employee's eligibility for payment of injury leave will be based on the determination of the City's worker's compensation insurance carrier under the terms of the state Worker's Compensation Act, if such employee is eligible for worker's compensation payments. Such employee, if eligible for worker's compensation, shall be paid the difference between their actual wages and that received from the worker's compensation insurance carrier. Provided, however, that the City will not pay injury leave to any employee unless the employee provides documentation from a licensed medical doctor that an injury exists. Should a question arise concerning the employee's ability to return to work, the employee shall submit documentation concerning the injury from a licensed medical doctor.
B. **Period Not Covered by Workmen's Compensation**

Charges shall be made against sick leave accruals for the three (3) day waiting period not covered by the State Workmen's Compensation Act.

C. **Use of Sick Leave and Vacation**

After the payment and use of the injury leave, charges shall be made against sick leave accruals, if any, and an employee may elect to use their accumulated vacation after sick leave accrual is used.

D. **Contested Injuries**

Charges may be made against sick leave accrual, if any, in any case the City is contesting that the injury occurred on the job. In the event that the state determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance and all payments in excess of the difference between their actual wages and that received from the state shall be recoverable by the City and deducted for future payments to the employee under injury leave. In the event eligibility for payment is denied by the state, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of their injury, and for vacation leave.

9.4 **Funeral Leave**

Two (2) full tours of duty, but no more than a total of five (5) consecutive days off with pay, within two (2) weeks of the death, shall be granted an employee to arrange for, travel to and from, and attend a funeral or comparable services of a member of their immediate family or member of their household. Immediate family shall include spouse, children, siblings, parents, grandparents, grandchildren, great-grandparents, and in-laws of the current marriage, in the same order. Also to be included are step-parents, step-children, step-siblings of the current marriage, legally adopted children, and persons to whom the employee is a legal guardian. Household includes anyone maintaining a family relationship living in an employee's home.

Additionally, leave for bereavement shall be approved using an employee's already accrued vacation or sick time, or may be granted as leave without pay, to extend funeral leave that has been granted in the above paragraph. Also, employee shall be allowed to utilize accrued vacation or sick time to attend a funeral or comparable service for someone with whom the employee maintained a very close relationship, but who is not listed above as immediate family. Proof of death may be requested by the Employer for the benefit described in the previous sentence.

9.5 **Personal Leave**

An employee may use up to seventy-two (72) hours of vacation leave per year for personal reasons if it does not necessitate the payment of overtime. There shall be a three (3) hour minimum use of vacation leave as personal leave; there shall be a minimum of one (1) hour notice given prior to the beginning of a shift; less than twelve (12) hours at night and all day hours shall be chargeable to the seventy-two (72) hour cap; said leave shall not cause overtime
or interfere with previously scheduled training or scheduled department activities and as much notice as possible shall be given. The Supervisor may deny said leave based upon the requirements of the Department.

9.6 Leave Records

The members of the bargaining unit shall be provided with copies of denied leave requests and have access to records electronically or upon request.

9.7 Compensatory Time

The bargaining unit of the Firefighters L1961/City of Carbondale employee may elect to receive compensatory time off in lieu of cash payment for overtime worked. If the overtime worked is the result of grant-funded initiative in which the grantor will not allow compensatory accruals to be expensed when it is earned then the employee will be denied compensatory time and will be paid overtime for the work performed. Compensatory time shall be calculated at the rate of one and half (1.5) times each hour of overtime worked for forty (40) and fifty two (52) hour work week employees. Employees shall declare whether they want cash payment or compensatory time off at the time they complete the overtime request form.

An employee shall use compensatory time in no less than a four (4) hour minimum. Employee requests for compensatory time must be approved by the Fire Chief or Shift Supervisor. If the requested compensatory time causes overtime, the employee’s compensatory time bank shall be reduced at a rate of one and one-half (1.5) times each hour granted off. For example: twenty four (24) compensatory hours requested which creates overtime shall be charged at one and one-half times resulting in a reduction of thirty-six (36) hours from their banked time. If no overtime is required, the request shall be granted and the employee taking the leave shall have their bank reduced at the hour-for-hour rate.

An employee shall not be allowed to accumulate compensatory time in excess of eighty (80) hours total for forty (40) hour employees, or one hundred four (104) hours for fifty-two (52) hour work week employees.

An employee may not use more than one hundred sixty (160) hours of compensatory time during any fiscal year (May 1st – April 30th). Any compensatory time over forty (40) hours for forty (40) hour work week employees, and fifty-two (52) hours for fifty-two (52) hour work week employees not utilized by April 30th shall be paid in cash at the employees regular rate of pay as of April 30th.

Forty (40) hour work week employees may elect to cash out up to forty (40) hours of compensatory time and fifty-two (52) hour work week employees may elect to cash out up to fifty-two (52) hours of compensatory time in the first pay period of December, upon providing seven (7) days’ notice before the end of the first pay period of December.

9.8 Temporary Restricted Duty

The Union agrees that the City Manager may assign an employee to temporary restricted duty in accordance with Administrative Memorandum No. 63, as currently established or hereafter amended. Attached to Contract.
ARTICLE X RULES AND REGULATIONS

A. The parties hereto agree that the terms contained within the contract constitute the entire agreement between the parties. Non-bargaining personnel rules and regulations of the City, pursuant to this negotiated contract, do not apply to the members of the bargaining unit, unless the terms thereof are included within this contract. This contract shall be binding upon the parties hereto, their heirs, successors and assigns.

B. The Union agrees that its members shall comply with all Fire Department rules and regulations including those relating to conduct and work performance. In the case that either the Employer or the Union wishes to make any additions, deletions, or modifications to the rules and regulations, the following procedure shall be followed:

1. Proposal Stage – The proposal must be submitted in writing to the Fire Chief. The Fire Chief or their designee will review the new or proposed change or deletion within ten (10) business days. If the Employer is proposing the change, the process will begin in Step 2.

2. Comment Stage – After the Proposal Stage, the Fire Chief or their designee will present the proposed change(s) in writing to all Department members to solicit comments. All comments shall be submitted in writing to the Fire Chief with a name and contact information for questions. All comments must be received within thirty (30) days.

3. Approval Stage – After the Comment Stage has expired, the Fire Chief or their designee will review all comments received regarding the proposed change(s). Any necessary changes will be made within ten (10) business days and then the rule becomes final with the accepted changes and will become effective immediately thereafter.

C. The parties agree that in an emergency or unique situation, the Fire Department may issue, with notice to the Union, temporary rules that are effective immediately. These temporary rules will only be effective for a maximum of ninety (90) days unless made permanent pursuant to Section B, above.

D. The Union may challenge any rule or regulation that conflicts with this contract through the grievance procedure set out in Article V.

ARTICLE XI DISCRIMINATION

The Employer agrees not to discriminate against any employee for their activity in behalf of, or membership in, the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of age, sex, marital status, physical and mental disability, race, color, creed, or national origin.
ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 Station Assignments

When a vacancy, which the City Manager authorizes to be filled, exists within the ranks of a particular fire station, the Fire Chief shall post on all fire station bulletin boards notice of such vacancy so firefighters may bid to fill the vacancy. Bids shall be submitted to the Fire Chief within three (3) days after the date of posting. The Fire Chief shall fill the authorized vacancy based on the bids submitted by the firefighters, provided such assignment is in the best interest of the overall professionalism and fire response capability of the Fire Department. The Fire Chief’s refusal of a bid station assignment shall be accompanied by the show of cause for such denial. Nothing in this section shall prohibit the Fire Chief from transferring a firefighter so assigned.

When a shift vacancy occurs, the vacancy shall be filled, then the Kelly Day attached to the vacancy shall be submitted for seniority bid to those employees on the same shift who desire to bid the vacated Kelly Day. The change in Kelly Days shall not necessitate the payment of any additional hours beyond the hours normally paid during the 21 day cycle nor shall it necessitate the payment of overtime.

12.2 Other Employment

It is not the intent of the City to forbid anyone from being employed part-time with an employer other than the City; however, any City employee must consider the City as their first and primary employer and any part-time or other employment must be secondary.

Employment with another employer other than the City must not in any manner interfere with the City positions.

Anyone who uses their City position for personal gain, or uses City records and information for or in connection with anything other than City employment, will be terminated from City employment.

12.3 Company Strength

A. Shift Strength

To assure the safety to the firefighters, the number of employees on duty for response with apparatus shall be sufficient to maintain staffing of each company as follows:

1. Two (2) employees on each pumper making a run.

2. It is understood that the rescue truck may be operated as an initial response with one (1) employee on non-rescue responses. However, when operating as an initial response on rescue responses, every effort shall be made to operate with two (2) employees. The intent of this is to maintain adequate staffing on initial response engines on fire and emergency related responses
and to maintain adequate staffing on the rescue truck on rescue related responses.

Minimum staffing during a regular tour of duty shall consist of no fewer than five (5) employees on duty available to respond. In the absence of either a Captain or an Assistant Chief, six (6) employees will be on duty.

Examples of minimum staffing: One (1) Assistant Fire Chief, one (1) Fire Captain, and five (5) full time Union firefighters equaling a total of seven (7) on duty or one (1) Assistant Fire Chief and six (6) full time Union firefighters equaling a total of seven (7) on duty.

Definitions of apparatus:

1. A pumper is defined as an engine or as a quint.

2. A rescue truck is defined as a rescue truck or as an engine (acting primarily as a rescue truck).

B. Station Coverage

Company strength during station back-fill shall follow minimum staffing.

12.4 Relief at Fires

In the event of fire or emergency situation requiring employees of the Fire Department to work longer than their regular tour of duty, it shall be the responsibility of the Officer-in-Charge to see that those firefighters are relieved by the employees working the oncoming shift as speedily as possible.

12.5 Tardiness and Absenteeism

All firefighters are required to report to work on time, to remain until the completion of their tour of duty, to be prompt in reporting to their assigned duties, and to faithfully perform their obligations of employment. Firefighters not expecting to work a scheduled tour of duty, for any reason, shall notify the Officer-in-Charge at least twenty-four (24) hours in advance. In case of an emergency, the firefighter shall notify the Command Officer on duty of their intended absence at least one (1) hour in advance of work time. Failure to comply may result in disciplinary action.

12.6 Disciplinary Procedures

Only shift supervisory personnel on duty at the same time as the employee may discipline or direct said employee. In the event an off-duty supervisor observes an alleged infraction, they will complain to the Shift Supervisor on duty, and may initiate disciplinary action with the Fire Chief, if they so desire.
12.7 Job Description

Firefighter - Nature of Work:

This is firefighting work in combating, extinguishing and preventing fires. An employee in this class is responsible for the protection of life and property through fire fighting activities usually performed under close supervision. Work requires performance of tasks under emergency conditions which may involve handicaps such as smoke and cramped surroundings. Employees may be assigned to the operation of equipment in responding to alarms, employing special skills learned on the job. A large part of duty time is spent in training, inspecting and maintaining equipment and quarters. Work is normally performed under close supervision according to well established and defined procedures and assignments are received from departmental superiors both in fighting fires and at the station. Also included is the operation of emergency vehicles and emergency equipment therein.

Illustrative Tasks:

- Responds to fire alarms; lays and connects hose; hold nozzle and directs water stream; raises inclined ladders; enters premises for fire fighting, rescue and salvage operations; uses chemical extinguishers, bars, hooks, lines and other equipment; ventilates burning buildings and removes debris.

- Inspects buildings and aids in enforcement of fire codes and other related City codes.

- Participates in fire drills and attends classes in fire fighting, first-aid, and related subjects.

- Checks engine daily and inspects pumping equipment, ignition, batteries, brakes and other equipment to see that the apparatus is in good working condition and notifies supervisor of any defect.

- Raises and lowers flags at Fire Department sites as directed, weather permitting.

- Cleans equipment after returning from a fire.

- Performs general maintenance work in the upkeep of Fire Department property.

- Performs related work as required.

Knowledge, Abilities, and Skills:

- Familiarity with elementary mechanics; some manual skill and dexterity. Some knowledge of the geography of the area and of the location of hydrants; some knowledge of first aid methods.

- Ability to understand and follow oral and written directions, ability to react quickly and calmly in emergency situations.
• Ability to perform prolonged and arduous work under adverse conditions.

• Ability to establish and maintain effective working relationship with other employees and the general public.

• Possession of a valid Class "B" Driver's License issued by the State of Illinois.

12.8 Training and Education Compensation

A. Employees authorized to attend departmental approved training, seminars, or other educational programs, shall be compensated for all applicable fees, books, tuition, meals, travel and lodging, at the same benefit level as provided other city employees.

B. Employees who take any of the courses set out below, at their own expense and on their own time, on presenting to the City evidence that he/she completed the course with at least a B, if the course is graded, or passing if the course is pass/fail, shall be entitled to $50.00 as an incentive to induce employees to take such courses. Employee may receive up to a maximum of $250.00 in one fiscal year of this contract for courses taken in that fiscal year.

**Firefighting:**
- Firefighter III/Advanced Technician Firefighter
- Advanced Breathing app. Specialist (Smoke Divers)
- Fire Attack and Suppression Techniques (FAST)
- Fire Apparatus Engineer

**Hazmat:**
- Hazmat Operations
- Hazmat Incident Command
- Hazardous Materials Tech A
- Hazardous Materials Tech B

**Fire Investigation:**
- Fire and Arson Investigation I
- Fire and Arson Investigation II

**Fire Officer:**
- Fire Dept. Incident Safety Officer
- Fire Prevention Principles
- Instructor I
- Instructor II
- Tactics and Strategy I
- Tactics and Strategy II
- Management I
- Management II

**Rescue:**
- Rope Operations
- Rope Technician
- Confined Space Operations
- Confined Space Technician
Fire and Arson Investigation III

**Fire Prevention:**

Fire Inspector I

Juvenile Fire Setter Intervention Specialist I

Juvenile Fire Setter Intervention Specialist II

Trench Operations

Trench Technician

Structural Collapse Operations

Structural Collapse Technician

Vehicle and Machinery Operations

Vehicle and Machinery Technician

C. As an incentive to induce employees to obtain higher education degrees, employees will be entitled to a maximum yearly payment of up to $500 as follows:

1. $250 for employees who have an associate's degree in a fire science area; or

2. $500 for employees who have a bachelor's degree in a fire science area.

12.9 **SCBA Testing**

In accordance with federal and state law, all employees shall be tested and required to pass testing for use of self-contained breathing apparatus ("SCBA"). All test results and medical questionnaires shall be maintained as confidential medical records and kept segregated from personnel files. The City shall issue a standard operating procedure ("SOP") directive to govern SCBA testing which complies with all mandatory federal and state laws and regulations applicable to the City and which may be amended by the City from time to time to comply with such laws and regulations.

12.10 **Failure to Pass SCBA Testing**

All employees covered by this Agreement shall be required to pass SCBA testing in accord with applicable federal and state laws and regulations. In the event any employee is physically unable to pass such testing, they shall be relieved from further duty. Such employee may avail himself of any benefits for which they are eligible, including workers' compensation, disability benefits, and/or disability pension under applicable state law, sick leave as provided in this Agreement, and benefits under any City Temporary Restricted Duty policy then in effect.

12.11 **IDPH Emergency Medical License Renewal Fee:**

The members of the bargaining unit will be reimbursed by the City of Carbondale for the renewal cost of their IDPH Medical License every four (4) years, or as required.
ARTICLE XIII SAVINGS CLAUSE

If any provision of this Agreement should be determined to be or declared invalid by an appropriate court action, or to be inconsistent with the Federal Fair Labor Standards Act, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XIV NO STRIKE CLAUSE

The Union and those it represents shall not engage in any strikes, slow-downs, withdrawal of services, or any other concerted effort designated to improve the Union's bargaining position which intentionally interferes with the normal operation of the Employer, or which discourages employees from the full and faithful performance of their duties. Should any of the aforementioned actions take place, the Union shall publicly disavow its support for such actions.

ARTICLE XV SICK LEAVE CONVERSION AT RETIREMENT

Upon the retirement of an employee covered by this agreement, the City agrees to contribute to the retiring employee's Voluntary Employees Beneficiary Association (VEBA) account through Nationwide Retirement Solutions Post Employment Health Plan (PEHP), as provided for in Article XIX, an amount equal to the number of accumulated sick leave hours of the employee multiplied by the employee's rate of pay as of the date of retirement.

ARTICLE XVI LABOR MANAGEMENT MEETINGS

16.1 Meeting Request

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held at the request of either the Union or the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor management meeting" and expressly providing the agenda for such meeting. Such meetings and location, if mutually agreed upon, shall be limited to:

A. Discussion of the implementation and general administration of this Agreement;

B. A sharing of general information of interest to the parties;

C. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees;

D. Items concerning safety issues.
16.2 **Content**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

16.3 **Attendance**

Attendance at labor-management meetings shall be voluntary on the employee's part, attendance during such meetings shall not be considered time worked for compensation purposes. Normally, a maximum of three (3) representatives for each side to be selected by the Union and City Manager respectively shall attend these meetings, schedules permitting.

**ARTICLE XVII DRUG AND ALCOHOL TESTING**

17.1 **Policy, Purpose, and Goal**

A. **Statement**

1. Both the Union and the Employer recognize that an employee's impairment due to illegal drug usage and/or alcohol usage as threats to the public safety and welfare and to the employees of the Fire Department. It is the policy of the Employer that, and the public has the reasonable right to expect, persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer has the right to expect their employees to report for work fit and able for duty. The purpose of this policy is for the Employer to take the necessary steps, including drug and/or alcohol testing, to eliminate illegal drug/alcohol usage, and/or impairment or intoxication while on duty.

2. Nothing contained in this Policy shall be construed as prohibiting the Employer from taking disciplinary action, up to and including discharge, against an employee for their conduct which occurred while they were on duty and under the influence of alcohol, illegal drugs, or controlled substances, if absent the influence of drugs or alcohol, such conduct were a just cause basis for disciplinary action under normal circumstances.

B. **Definitions: Impairment**

"Impairment" due to drugs or alcohol shall mean a condition in which the employee is physically or mentally unable to properly perform their duties due to the effects of a drug or alcohol in their body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.
C. Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing alcohol or consuming, possessing, selling, purchasing, or delivering illegal drugs at any time during the work day or anywhere including on an Employer premises or job sites, including all Employer buildings, properties, vehicles, and the employee's personal vehicle while engaged in the business of the Employer;

2. Being arrested and/or formally charged or indicted for illegally consuming, using, possessing, selling, purchasing, or delivering any illegal drug or controlled substance, at any time on or off duty;

3. Being impaired during the course of the work day due to the use of alcohol or illegal drugs;

4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

17.2 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 the job performance. In addition, the Employer will inform the employees of how the tests are conducted, how will the tests perform, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug/alcohol 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.

17.3 Drug and Alcohol Testing Permitted

A. When a Test May be Compelled

There shall be no across-the-board or random drug testing of employees except as specifically provided for in this Article. Where there is reasonable suspicion to suspect that an employee is under the influence of drugs/alcohol 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 consult the Fire Chief or their designee to confirm that suspicion. If the suspicion is confirmed, the Union shall be notified and the Fire Department shall arrange for the drug test. Management shall inform the employee being ordered to submit to the test of their right to consult with a Union Officer or Representative, within two (2) hours before submitting to the test.

The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as firefighters prior to their date of hire.
B. **Reasonable Suspicion Standard**

Reasonable suspicion exists if specific objective facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally 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.

**17.4 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 have formed the basis of the order to test. The employee shall be permitted a reasonable period of time not to exceed two (2) hours 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." 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.

**17.5 Conduct of Tests**

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

1. Use only a clinical laboratory or hospital facility that 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);

2. Insure that the laboratory or facility selected conforms to all NIDA standards by the presentation of current NIDA certifications;

3. 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 upon a reasonable notice. 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 results 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;
4. Collect a sufficient sample of the same bodily fluid or material from an employee 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. Blood samples shall be drawn only by qualified medical personnel who are not employees of the Employer;

5. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure 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. If the employee is unable to provide a sample, he/she will be kept under direct supervision until the sample is provided;

6. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the 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.

7. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided that the laboratory or facility selected conforms to all NIDA standards by the presentation of NIDA certification and provided the employee notifies the Chief within seventy-two (72) hours of receiving the results of the tests;

8. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmatory test 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 will not use such information in any manner or forum adverse to the employee's interests;

9. Require that with regard to alcohol testing, for the purpose of determining whether the employee is impaired due to the use of alcohol, the Alcohol Test Standards contained in Section 12 of this Article be used to determine a positive test. (Note: the foregoing standards shall not preclude the Employer from attempting to show that test results in the blood alcohol ranges listed under No Presumption of impairment in the table contained in Section 12 of this Article demonstrate that the person was impaired due to being under the influence of alcohol, but the Employer shall bear the burden of proof in such cases);

10. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results; records concerning positive test results of an employee will be maintained confidential in the personnel file;
11. Insure that no firefighter is the subject of any adverse employment action except emergency temporary reassignment with pay or relieved from duty 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.

17.6 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:

<table>
<thead>
<tr>
<th></th>
<th>Initial Test Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana metabolites</td>
<td>100 ng/ml</td>
</tr>
<tr>
<td>Cocaine metabolites</td>
<td>300 ng/ml</td>
</tr>
<tr>
<td>Opiate metabolites</td>
<td>300 ng/ml</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>25 ng/ml</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>1000 ng/ml</td>
</tr>
</tbody>
</table>

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 standards curve shall be documented.

<table>
<thead>
<tr>
<th></th>
<th>Confirmatory Test Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana metabolites 1</td>
<td>15 ng/ml</td>
</tr>
<tr>
<td>Cocaine metabolites 2</td>
<td>150 ng/ml</td>
</tr>
<tr>
<td>Opiates: Morphine Codeine</td>
<td>300 ng/ml</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>25 ng/ml</td>
</tr>
<tr>
<td>Amphetamines: Amphetamine Methamphetamine</td>
<td>500 ng/ml</td>
</tr>
<tr>
<td>1 Delta-9-tetrahydrocannabinol-9-carboxylic acid</td>
<td></td>
</tr>
<tr>
<td>2 Benzoylecgonine</td>
<td></td>
</tr>
</tbody>
</table>

25
17.7 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. Such grievances shall be commenced at Step 2 of the grievance procedure.

If the test is confirmed positive, the employee will be notified and will be given the opportunity to present evidence and/or information that the positive test resulted from prescribed or over-the-counter drugs, or that special circumstances may have affected the test results. The employee may be requested to sign a release of information in the event that a physician need be contacted for clarification or verification. In the event the evidence shows that the positive test results arose solely from these circumstances, no disciplinary action will be taken against the employee.

17.8 Voluntary Requests 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 re-assignment of the employee with pay or relieve the employee from duty with pay if they are then unfit for duty in their current assignment. The Employer shall make available through an Employee Assistance Program (EAP) 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 re-assignment as described above. No employee shall be relieved or transferred to other than their usual duties on the basis of voluntary request for assistance although the employee may be reevaluated for their duty assignment. When undergoing treatment and evaluation employees shall receive their usual compensation and fringe benefits. In the event that an employee is undergoing treatment which requires the employee to be absent from regular duty assignments, the employee shall utilize their accumulated paid leave benefits or use unpaid leave.

17.9 Discipline

The Employer understands that alcohol and drug addiction is considered a disease by the American Medical Association. The Employer will consider this point, as well as the employee's willingness to seek and accept help for the addiction, in evaluation of disciplinary actions. All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

A. First Positive

In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be impaired due to the use of alcohol, the employee shall 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) and appropriately certified medical and/or psychological professional(s) involved;
2. Discontinue use of illegal drugs or abuse of alcohol;

3. Complete the course of treatment prescribed, including an "after-care" group for a period up to twelve (12) months;

4. Submit to random testing during working hours during the period of "after-care" treatment.

Employees who do not agree to 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. Except, however, a positive test for alcohol as to whether the employee is impaired shall be as provided in Section 12 of this Article.

B. Second Positive

Employees who are impaired due to drugs or alcohol during their working hours on two (2) occasions shall be discharged, and the penalty shall not be subject to the grievance procedure and neither an arbitrator nor the Board of Fire and Police Commissioners shall have the authority to review or modify the penalty. An employee who tests positive for the presence of drugs or alcohol during their hours of work on two (2) occasions but, nevertheless, are not impaired may be suspended for an additional thirty (30) calendar days, but only if the employee agrees to continue treatment and to the other conditions of such suspension as specified above.

C. Third Positive

Employees who test positive for the presence of drugs or alcohol a third time but who are not impaired shall be discharged and the penalty shall not be subject to the grievance procedure and neither an arbitrator nor the Board of Fire and Police Commissioners shall have authority to review or modify the penalty.

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 an 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 their 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 of absence pending treatment.

Employees who are taking prescribed or over-the-counter medication that has an adverse side effect which interferes with the employee's ability to perform their normal duties may be temporarily reassigned with full pay to other more suitable duties or be required to use sick leave.
17.10 Cost and Expenses

The employee shall be compensated for all time lost from work as a result of the order to take the test. In addition, the employee shall be compensated at the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

The Employer shall provide health insurance coverage that includes an EAP program and/or subsequent treatment subject to any deductibles and coinsurance payment. The insurance should provide for both out-patient and in-patient treatment depending on the appropriate course in each employee's case. The in-patient treatment covered shall be of at least thirty (30) days duration.

If the nature of the 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 their former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of their 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.

17.11 Savings Clause

The parties agree that this policy and an EAP shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration procedures of the collective bargaining agreement, except as otherwise herein specifically provided.

17.12 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.

<table>
<thead>
<tr>
<th>Elapse Time Since Employee Has Begun Workday to Time the Employee Gives the Blood Sample</th>
<th>Considered Unimpaired</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Hour - 1 Hour</td>
<td>.05 or less</td>
</tr>
<tr>
<td>1 Hour - 2 Hours</td>
<td>.04 or less</td>
</tr>
<tr>
<td>2 Hours - 3 Hours</td>
<td>.03 or less</td>
</tr>
<tr>
<td>3 Hours - 4 Hours</td>
<td>.02 or less</td>
</tr>
<tr>
<td>4 Hours - 5 Hours</td>
<td>.01 or less</td>
</tr>
</tbody>
</table>
Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

"The foregoing table of standards shall not preclude the Employer from attempting to show that test results in the blood alcohol ranges listed under No Presumption of impairment demonstrate that the person was impaired due to being under the influence of alcohol, but the Employer shall bear the burden of proof in such cases."

ARTICLE XVIII - DISCIPLINE AND DISCHARGE

18.1 Definition

Discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the employer shall be for reasons based upon the employee's failure to fulfill their responsibility as an employee. Where the Employer believes just cause exists to institute disciplinary action the employer shall have the option to assess one of the following penalties, depending on the severity of the offense:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Any disciplinary action or measure other than an oral reprimand, written reprimand and suspension of less than five (5) calendar days, (one (1) day's suspension equals eight (8) hours pay), imposed upon an employee may be appealed first to the Board of Fire and Police Commissioners. An employee may appeal the decision of the Board of Fire and Police Commissioners to arbitration as provided in Step 4 of the grievance procedure. The employee may file a written reply to any oral or written reprimand.

18.2 Maintenance of Benefits

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.

18.3 Personnel Files

Disciplinary actions recorded in the employee's personnel files shall not be used after thirty-six (36) months to justify subsequent disciplinary action except for a related offense.
18.4 Union Representation

The employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill their responsibilities as an employee, and just cause for discipline exists. Employees shall be entitled to have a Union representative present at all meetings between the Employer and employee that could lead to the discipline of the employee.

18.5 Investigation Procedures

Prior to taking any final disciplinary action and concluding its investigation, the employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the reason(s) for such contemplated disciplinary action and copies of pertinent documents. The employee shall be entitled to union representation and shall be given the opportunity to rebut the reasons for such discipline. Such investigations shall be conducted in accordance with the Illinois Fireman's Disciplinary Act, 111. Rev. Stat. Chapter 85, Section 2501, et seq., as amended.

ARTICLE XIX - POST EMPLOYMENT HEALTH PLAN

During the period of May 1, 2004 through April 30, 2005, the CITY agrees to establish a Voluntary Employees Beneficiary Association (VEBA) through the Nationwide Retirement Solutions Post Employment Health Plan (PEHP) for employees covered by this agreement and to contribute to the plan on behalf of each eligible employee covered by this agreement. Monthly contributions for each employee covered by this agreement will be made by the CITY at an amount equal to 2% of the employee's base monthly rate of pay at the end of the fiscal year ending April 30, 1999. Upon an employee's mid-month departure from a position covered by this bargaining agreement, the amount contributed by the CITY for that month shall be prorated according to the date of departure from the covered position. Monthly contributions for employees hired during the term of this agreement shall be made by the CITY beginning with the first full month of employment at an amount equal to 2% of the base monthly rate of pay for a Probationary Fire Fighter in effect on April 30, 1999. The CITY and the Union expressly and unqualifiedly stipulate and agree that, in consideration for the CITY'S agreement to establish and make VEBA contribution, in any interest arbitration proceedings in the future in which wages are an issue, the contributions made to the VEBA program shall be credited to the CITY for the purpose of any external and/or internal comparability analysis. The failure of the Arbitrator to credit such contribution in his or her analysis of the comparability issues will be sufficient grounds for the award to be rejected and/or vacated on request of the CITY pursuant to Section 14 of the IPLRA. Beginning on May 1, 2005, contributions to the VEBA program will be discontinued and are included in base pay rates.
ARTICLE XX – PROMOTION TO CAPTAIN

20.1 Promotions

Section 1. General

Promotions to the rank of Captain shall be conducted in accordance with the provisions of the Fire Department Promotions Act (Public Act 93-411, 50 ILCS 742). In addition thereto, promotions shall be conducted in accordance with the rules of the Carbondale Board of Fire and Police Commissioners except to any extent said provisions are inconsistent herewith. In the event of inconsistencies, the Fire Department Promotion Act shall prevail.

Section 2. Eligibility

Members of the bargaining unit shall be eligible to participate in the process for promotion of Captain if they: (1) have completed a minimum of five (5) years on the Carbondale Fire Department, including probation, as of the date of the written examination, and (2) are certified as Firefighter III and/or Advanced Firefighter, as described by the Illinois Office of the State Fire Marshal.

Anniversaries of service which affect eligibility for promotion will be considered to occur on the anniversary of the employee’s date of hire.

Section 3. Components of the Promotion Process and the Weighting of Components

The placement of eligible candidates on a Captain promotional list shall be based on the points achieved by the candidates on each of the following components:

<table>
<thead>
<tr>
<th>Component</th>
<th>Percentage Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief’s Points</td>
<td>10%</td>
</tr>
<tr>
<td>Officer Evaluation</td>
<td>20%</td>
</tr>
<tr>
<td>Seniority</td>
<td>15%</td>
</tr>
<tr>
<td>Ascertained Merit</td>
<td>5%</td>
</tr>
<tr>
<td>Oral Interview</td>
<td>20%</td>
</tr>
<tr>
<td>Written Exam</td>
<td>30%</td>
</tr>
</tbody>
</table>

Each eligible candidate shall be entitled to participate in all components of the promotional process. If a candidate wishes to withdraw from the promotional process before the completion of all components of the promotional process, the candidate shall so advise to the Board of Fire and Police Commissioners in writing.

Section 4. Administration of Promotional Process Components

The components of the promotional process for Captain shall be administered in the following order:

a. Chief’s Points: The Fire Chief shall assign points based on their assessment of each candidate’s qualifications and abilities to perform the duties of Captain. The criteria
used in assigning Chief’s points shall be disclosed to all candidates prior to assigning points, shall be job-related, and shall be applied uniformly to all candidates. The Fire Chief shall keep and maintain records of all scores for the duration of the Final Promotion List. Monitors shall not be required regarding the process of assigning Chief’s points.

b. **Officer Evaluation:** Each candidate for the rank of Captain shall be evaluated by a panel of current active Carbondale Fire Department Officers, consisting of Assistant Fire Chiefs and Captains (whom have held the rank of Captain for a minimum of six (6) months at the time of the evaluation).

The Officer Evaluation for Captain shall be based on the following job-related qualities of an effective leader:

1. Leadership by example;
2. Demonstration of superior job knowledge and skills, including a record of demonstrating strong organizational skills;
3. Ability to motivate members of a team to perform necessary tasks, including, but not limited to, performing unpleasant tasks and assignments;
4. Ability to make unpopular decisions when necessary (e.g. choosing the “harder right,” willingness to stand up for their convictions, etc.);
5. Ability to work well in a group setting (e.g. allowing a group to devise a solution to a problem while working as both a team member and a team leader);
6. Ability to identify a team’s strengths and weaknesses;
7. Ability to make sound judgments (e.g. separating personal emotions from objective factors);
8. Ability to function under stress in a calm and deliberate manner;
9. Possession of qualities of character, including but not limited to: honesty, optimism, creativity, integrity, dependability, and diplomacy;
10. Ability to sacrifice personal interest to the needs of the group as a whole.

Each officer on the evaluation panel will evaluate each candidate independently. Scoring for each quality will be based on a scale from zero (0) to four (4).

**Scoring for Officer Evaluation**

0/F – Does not routinely meet expectations
1/D – Occasionally fails to meet expectations
2/C – Consistently meets expectations
3/B – Occasionally exceeds expectations
4/A – Consistently exceeds expectations

Evaluators shall turn in their sealed evaluations to the City Clerk’s office. The Union and the City may each select up to two (2) impartial persons who are not members of the Department to monitor and review the admissions (including unsealing evaluations), calculation of composite and weighted scores, and the posting of scores by the Human Resources department.
In calculating each candidate’s composite score, each evaluator’s score for each candidate shall be totaled, then divided by ten (10). Such evaluator’s average score shall then be added to each other evaluator’s score for each candidate by the City Clerk’s office, and such total shall be divided by the total number of evaluators, in order to determine each candidate’s composite score. Such candidate’s composite score shall then be multiplied by (5.0) in order to determine each candidate’s weighted score, and shall be posted no later than fourteen (14) days prior to the beginning of the oral interview process. For each candidate evaluated, the candidate, the evaluators, the Fire Chief, and the Union shall have the right to review the completed evaluations at the conclusion of the promotional process.

c. **Seniority:** Seniority points shall be computed as of the date of the written examination. Candidates in the Captain’s promotional process shall be granted one half (1/2) point for each full six (6) months of service as a member of the Carbondale Fire Department based on candidate’s anniversary date, up to a maximum of fifteen (15) points. The seniority list shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall include the seniority date, any breaks in service, the total number of eligibility years, and the number of seniority points. The applicant shall notify the Chief and Union President of any discrepancies.

d. **Ascertainment Merit:** Candidates wishing to receive points under Ascertainment Merit shall submit all points (i.e. copies of degrees, transcripts, or certifications, evaluations or letters certifying involvement, etc.) when applying for promotion to Captain. Ascertainment Merit points shall be posted no later than fourteen (14) days before the beginning of the oral interview process and shall be computed on the basis of the following (maximum of 10 points). Such score shall be multiplied by 50% in order to determine its weighted value.

<table>
<thead>
<tr>
<th>Education</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate’s Degree from an accredited college or university</td>
<td>3 point</td>
</tr>
<tr>
<td>or</td>
<td></td>
</tr>
<tr>
<td>Bachelor’s Degree from an accredited college or university</td>
<td>4 point</td>
</tr>
<tr>
<td>or</td>
<td></td>
</tr>
<tr>
<td>Master’s Degree from an accredited college or university</td>
<td>5 point</td>
</tr>
<tr>
<td>(i.e., an employee can receive points for only one degree level).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certification</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Officer I</td>
<td>2 point</td>
</tr>
<tr>
<td>Fire Apparatuses Engineer</td>
<td>½ point</td>
</tr>
<tr>
<td>Smoke Divers</td>
<td>½ point</td>
</tr>
<tr>
<td>Fire Prevention Office I</td>
<td>½ point</td>
</tr>
<tr>
<td>Fire Officer II</td>
<td>2 point</td>
</tr>
<tr>
<td>Vehicle and Machinery Technician</td>
<td>½ point</td>
</tr>
<tr>
<td>Instructor I</td>
<td>½ point</td>
</tr>
<tr>
<td>Instructor II</td>
<td>½ point</td>
</tr>
</tbody>
</table>
FAST
  ½ point
RIT Under Fire
  ½ point
FF III/Advance Technician Fighter
  ½ point
Hazmat Operations
  ½ point
Hazmat Incident Command
  ½ point
Hazardous Materials Technician A
  ½ point
Hazardous Materials Technician B
  ½ point
Fire and Arson I
  ½ point
Fire and Arson II
  ½ point
Fire and Arson III
  ½ point
Arson Police Training
  ½ point
Fire Inspector I
  ½ point
Juvenile Fire Setters Intervention Specialist
  ½ point
Vehicle and Machinery Operations
  ½ point

Fire Prevention Principles
  ½ point
Fire Dept. Incident Safety Officer
  ½ point
Tactics and Strategy I
  ½ point
Tactics and Strategy II
  ½ point
Rope Operation
  ½ point
Rope Technician
  ½ point
Confined Space Operations
  ½ point
Confined Space Technician
  ½ point
Trench Operations
  ½ point
Trench Technician
  ½ point
Structural Collapse Operations
  ½ point
Structural Collapse Technician
  ½ point
Management I
  ½ point
Management II
  ½ point

(Point may not be duplicated for repeating same class.)

Specialty Team (Max 1 ½ points)
Annual Fire Prevention Program
Hazardous Material Team
Technical Rescue Team
Fire and Arson Investigation
(1 point for first team, ½ point for additional team)
Committees, Boards, and areas of Responsibility (Max 1 ½ points)
Foreign Fire Board
Honor Guard
Pension Board
Building Committee
Truck Committee
Communication Committee
Union Executive Board
Union Steward
Health Committee
Insurance Advisory Committee
(1/2 point current, ¼ point for previous)

e. Oral Interviews: Oral interviews shall be scored by the Carbondale Board of Fire and Police Commissioners. Questions asked during the oral interview shall be job-related and be applied uniformly to all candidates.

Oral interviews shall be scored by each member of the Board of Police and Fire separately, on a scale of a maximum of 100 points. The scores of each Board Member shall then be added together by the Board of Fire and Police Commissioners, and such total shall be divided by the number of board members, in order to obtain the candidate’s average score. Such score shall then be multiplied by 20% in order to determine its weighted value. The Union and the Fire Chief shall have the right to review the scoring at the conclusion of the promotional process.

f. Written Examinations: The written examination shall be administered at least fourteen (14) days after all the other components have been administered. The written examination shall be developed by an independent outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Fire Chief has identified as being appropriate for promotion to the rank of Captain in the Carbondale Fire Department. The Union and the Employer may each select up to two (2) impartial persons who are not members of the Department to monitor and review the administration, scoring, and posting of scores for the written examination. One copy of the written materials on which the examination is based will be made available to potential examinees at each fire station at least ninety (90) days before the examination is administered. The written examination will be the last phase of the promotional examination process.

Section 5. Monitoring

The Union and the Employer may each select up to two (2) impartial persons who are not members of the Department to monitor and review the administration, scoring, and posting of scores for all components, except Chief’s points. The observers monitoring the promotion
process (including the oral interviews) are authorized to be present and observe when any component of the test is administered or scored, including any discussion during the scoring process which may affect the outcome of scores or placement on the list. Observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Article to the Employer and the Union.

Section 6. Scoring of Components and Posting of Preliminary Promotion List

The scores for each component of the promotional process shall be posted after each component is completed and before the next component is administered. Once all candidates have completed all components of the promotion process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the Board of Fire and Police Commissioners, on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

Section 7. Veteran’s Preference Points and Posting of Final Promotion List

A candidate on the preliminary promotion list who is eligible for veteran’s preference points under any applicable law may file a written application within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran’s preference points shall be added to the candidate’s total score on the preliminary promotion list. The Board of Fire and Police Commissioners shall make adjustments to the rank order on the preliminary promotion list based on any veteran’s preference points awarded. The final promotion list shall then be posted on the bulletin board at each fire station no later than twenty-one (21) days after the expiration of the time period for claiming veteran’s preference points listing, in rank order from highest to lowest, the scores of all candidates whose scores for all components of the promotional process, plus veteran’s preference points, if any, are seventy (70) or better.

Section 8. Review Session

At the conclusion of the examination process, candidates may request a private review session with the Fire Chief and their designee(s). At such review session, the Fire Chief and their designee(s) will provide the scores of the components of the examination process, provided the reasoning underlying the criteria used in assigning Chief’s points (but not the Chief’s rationale for any individual’s scores on the Chief’s points components), the rationale underlying the questions posed for the oral interviews, as well as gather feedback on the examination process from the candidate. Candidate(s) shall also be provided with access and an opportunity to review the officer evaluation forms.

The parties agree that the substance of such feedback or reasoning is provided solely for the purpose of providing insights to the candidate to foster personal growth and improve performance.
Section 9. Order of Selection

When there is a vacancy (e.g., a position becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause) or a newly created position in the rank of Captain that the Employer has funded and authorized to be filled, the Fire Chief shall appoint the person with the highest ranking on the final promotion list, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person since the posting of the promotion list demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person’s ability to perform the duties of Captain. If the highest ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to the grievance procedure contained in this collective labor agreement.

Any candidate may refuse a promotion once without losing their position on the final promotional list. Any candidate who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person’s opportunity to participate in future promotional processes.

Section 10. Duration of Final Promotion List

Subsequent lists shall be effective for a period of two (2) years from the date of its posting or until the list is exhausted, whichever occurs first.

Section 11. Right to Review

Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list or veteran’s preference may file a grievance in accordance with the labor agreement.

If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Captain.
ARTICLE XXI - DURATION

This Agreement shall be effective as of the 1st day of May, 2018 and shall remain in full force and effect until the 30th day of April, 2021.

Both parties hereto agree to begin negotiations toward a new contract at least one hundred and twenty (120) days prior to the expiration of this contract. If those negotiations are not completed thirty (30) days prior to the expiration of this contract, Section 14, of the Illinois State Labor Relations Act shall apply.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, this the 20th day of April, 2018.

FOR THE UNION:

[Signature]
President

FOR THE CITY:

[Signature]
City Manager

[Signature]
City Clerk

ATTEST:
ADMINISTRATIVE MEMORANDUM NO. 63

March 3, 1987
Revised Draft
October 13, 1992

TO: All City Employees
FROM: Jeff Doherty, City Manager
RE: Medical Restrictions and Work
Temporary Restricted Duty

Safety and liability concerns demand that City employees be physically able to perform the duties assigned to them without being a threat to the safety of themselves and others. There are occasions when employees are injured or have a physical condition that prevents or inhibits them from performing certain duties without being a threat to the safety of themselves or others. Employees who have a temporary physical injury or condition that results in a medical restriction of certain duties or a temporary physical condition that may result in an injury to themselves or others by performing certain duties may still be able to perform valuable work for the City by either having their duties reduced in their regular position or by transferring the employee to another position in order to accommodate their temporary physical condition.

Studies have shown that employees with job related injuries recuperate faster when they return to work on a "temporary restricted duty" basis than when they are not allowed to return to work until they are fully recovered. In addition, the City’s Workers Compensation insurance premiums are impacted significantly by the experience of temporary total disability payments made to employees off work. Further, the cost of employees off work due to injury or other physical condition is reflected in the loss of benefits by the employees. At times, employees are forced to be absent without pay due to a non job related injury or other physical condition.

Therefore, it is in the best interests of the City and its employees to adopt a Temporary Restricted Duty policy for the City of Carbondale. The policy is as follows:

Temporary Restricted Duty Policy

1. Temporary Restricted Duty is defined as the temporary change or reduction in an employee’s job duties and/or responsibilities to accommodate a physical condition, including pregnancy, that temporarily restricts the employee from performing certain functions of their job or that temporarily threatens the safety of themselves or others.

2. All employees with temporary medical restrictions from job related injuries, or personal non job related injuries or have other temporary physical conditions, including pregnancy, that may threaten the safety of themselves or others, are eligible for Temporary Restricted Duty.

3. While every effort will be made to accommodate an employee’s particular situation,
it may not always be possible to do so. In such cases, Temporary Restricted Duty may not be available and the City will not be required to provide it. The City reserves the exclusive right to deny or terminate Temporary Restricted Duty.

4. Temporary Restricted Duty shall be exclusively assigned by the City. For each separate injury or condition, Temporary Restricted Duty may be assigned for up to 90 calendar days initially, following which the case will be reviewed and Temporary Restricted Duty may be assigned for a maximum additional 180 calendar days. In cases involving job related injuries and personal non job related injuries, Temporary Restricted Duty cannot be assigned until the employee has been absent from work for three (3) consecutive eight (8) hour shifts, three (3) consecutive ten (10) hour shifts, or one (1) twenty-four (24) hour shift.

5. Following a 270 calendar day Temporary Restricted Duty assignment, the employee may return to regular status, receive Workers Compensation Temporary Total Disability benefits (if job related injury), or utilize sick leave, vacation leave, other paid leave or leave without pay.

6. Union employees will be limited to Temporary Restricted Duty assignments within their respective departments and bargaining units.

7. Non Union employees will be assignable to Temporary Restricted Duty work in other departments, but shall not interfere with any work performed by collective bargaining units.

8. Temporary Restricted Duty is assigned by the Human Resources Manager after consulting with the employee's department head, and/or supervisor, and the department head of the department where the employee might be assigned (if applicable). The employee may appeal a Temporary Restricted Duty assignment to the City Manager within one regular work day of the assignment.

9. To be eligible for Temporary Restricted Duty, an employee must provide a written note from a licensed medical doctor stating the employee may return to work with certain restrictions (if applicable). The City reserves the right to require an employee on Temporary Restricted Duty or under consideration for Temporary Restricted Duty to be examined by a licensed medical doctor of the City's choice. Each case will be reviewed automatically every 30 days. The City may require a reaffirmation of the medical restriction or physical condition at any time.

Jeff Doherty
City Manager
Work Restrictions Report

Name of Client: ________________________________

1. During an 8-hour day, the client can stand/walk at one time:
   - No restrictions
   - 6-7 hours
   - 4-5 hours
   - 2-3 hours
   - 0-1 hour

2. During an 8-hour work day, the client can stand/walk up to:
   - No restrictions
   - 6-7 hours
   - 4-5 hours
   - 2-3 hours
   - 0-1 hour

3. During an 8-hour work day, the client can sit at one time:
   - No restrictions
   - 6-7 hours
   - 4-5 hours
   - 2-3 hours
   - 0-1 hour

4. During an 8-hour work day, the client can sit up to:
   - No restrictions
   - 6-7 hours
   - 4-5 hours
   - 2-3 hours
   - 0-1 hour

5. If the client is allowed intermittently to stand, walk, and sit during the day, then the client can work an 8-hour day:
   - Yes
   - No

6. The client can lift:
   - 75 lbs and up
   - 35-50 lbs
   - 25-35 lbs
   - 10-25 lbs
   - 0-10 lbs

7. Lifting, as indicated in Item 6, can be performed during the work day:
   - Not at all
   - Occasionally
   - Frequently
   - Continuously

8. The client can use hands for repetitive:
   a. Simple grasping
   b. Pushing and pulling
   c. Fine manipulation
   - Yes
   - No

9. The client can use feet for repetitive movement, as in operating foot controls:
   - Yes
   - No

10. The client can drive a vehicle:
    - Yes
    - No

11. The client is able to:
    a. Bend
    b. Squat
    c. Climb
    d. Walk up stairs
    - Frequently
    - Occasionally
    - Not at all

12. Please estimate when you expect client to be released to work without any restrictions (this information must be provided).

13. When is the next scheduled appointment to evaluate client?

14. If there are any additional restrictions, clarifications, or comments, please indicate.

Physician ___________________________ Date ________________
City of Carbondale Fire Department Grievance Form

STEP 1:
Date of Alleged Grievance: ______________________

Statement of Grievance: ____________________________________________
____________________________________________________________________
____________________________________________________________________
(add additional sheets as needed)

Signature of Grievant and/or Union Representative ______________________ Date ______________________

Union Steward’s Determination: ______________________________________
____________________________________________________________________
____________________________________________________________________
(add additional sheets as needed)

Recommended Grievance Remedy: ______________________________________
____________________________________________________________________
____________________________________________________________________
(add additional sheets as needed)

Signature of Union Steward and/or Union Representative ______________________ Date ______________________

STEP 2:
Date received by Fire Chief and/or Designee: _______________________ Signature of Receipt: ______________________

Date written decision to be rendered and returned to Union: _________________

Fire Chief’s Determination: ____________________________________________
____________________________________________________________________
____________________________________________________________________
(add additional sheets as needed)

Signature of Fire Chief ______________________ Date ______________________

Received by: (Union Member Print and Sign) ______________________ Date ______________________

Step 3:

Date Received by City Manager and/or Designee: ___________________ Signature of Receipt: ______________________

Date for hearing regarding grievance to be held by City Manager: _________________

Date for written decision to be rendered and returned to Union: _________________

City Manager’s Decision: ____________________________________________
____________________________________________________________________
____________________________________________________________________
(add additional sheets as needed)

Signature of City Manager ______________________ Date ______________________

Received by: (Union Member Print and Sign) ______________________ Date ______________________

Step 4:

This grievance is to be submitted to arbitration pursuant to Step 4 of Article V of the Labor Agreement between the City of Carbondale Illinois and Local Union I.A.F.F. 1961.

Submitted by: (Print and Sign) ______________________ Date ______________________

☐ Check box if additional sheets have been added
City of Carbondale Fire Department
Request for Medical Examination

As provided for in Article VIII, Section 8.3 Medical Examination of the collective bargaining agreement between the City and Local No. 1961 of the International Association of Fire Fighters, I do hereby request authorization for and scheduling of a physical examination. It is understood that this is not an employment related medical examination. The services for which the City shall provide reimbursement are limited to the following:

- **Vitals**: BP, HR, RR, Wt, Body Fat Percentage
- **Multi-System PE**: skin, mouth, thyroid, vascular, neurologic and musculoskeletal
- **Labs**: CMP, CBC, Lipid Panel, TSH, Urinalysis, HbA1c
- **Testing**: 12-lead EKG, eye exam, hearing test, oxygen saturation
- **Family History**: CVD, sudden cardiac death, diabetes and cancer
- **Personal Health Behaviors**: tobacco use, alcohol, exercise, dietary habits
- **Hemocult**
- **Chest X-Ray** every five (5) years unless ordered by physician

I understand that the physical examination must be administered by a Preferred Provider Organization (PPO). The health or medical insurance provided by the Employer will be used to cover any or all of the costs for a physical examination pursuant to this section with any cost not covered by said health or medical insurance paid to the employee on a reimbursement basis upon the submission of adequate proof of payment of the uncovered cost by the employee. An Explanation of Benefits from the health or medical insurance will serve as proof of covered services.

I am enrolled in the City’s group health insurance program.  
______ Yes  ______ No

If No, my coverage plan is: ________________________________

Employee Requesting Physical: ___________________________   DATE: ____________

Fire Chief Approval: ________________________________   DATE: ____________

Human Resources Manager: ________________________________   DATE: ____________

Attn: Preferred Provider Organization Physicians (PPO)

The employee stated above is to provide his/her insurance information and a copy of the approved request for physical examination form. The insurance provider should be billed. The employee is responsible for paying out-of-pocket costs for which the City will reimburse the employee.

Copies to: Employee - Fire Chief - Human Resources - PPO Physician