

CITY OF LINCOLN
REGULAR CITY COUNCIL MEETING
AGENDA
JUNE 3, 2019
CITY HALL COUNCIL CHAMBERS
7:00 pm

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Participation**
5. **Consent Agenda by Omnibus Vote**

All items under the Consent Agenda are considered to be routine in nature and/or non-controversial and will be approved by one motion. If any one wishes to have a separate vote on any item, it will be pulled from the Consent Agenda and voted on separately.

- A. Payment of Bills
- B. Approval of minutes May 14, 2019 Regular Committee of the Whole Meeting, May 20, 2019 Regular City Council Meeting, May 28, 2019 Regular Committee of the Whole Meeting
- C. Request from LCHS to permit the closing of various city streets for the LCHS Homecoming Parade of Friday, September 20, 2019 from 2:30 PM until its conclusion
6. **Ordinance and Resolution**
Resolution establishing the participation of the City of Lincoln in the 2020 U.S. Census
7. **Bids**
8. **Reports**
 - A. City Treasurer's Annual Firefighters Pension Fund Report for F.Y. 2018-2019
 - B. City Treasurer's Annual Police Pension Fund Report for F.Y. 2018-2019
9. **New Business/Communication**
 - A. Advise and consent to the Mayoral appointment of Hannah Fitzpatrick to the Historic Preservation Commission
 - B. Approval of agreement for Animal Control Service between Logan County and the City Of Lincoln in an amount not to exceed \$42,000.00
 - C. Approval of agreement for Professional Services with the Farnsworth Group for the Kickapoo Street Construction project and the Oil and Chip program no to exceed \$42,000.00
 - D. Approval of three-year contract between the Assoc. of Firefighters Union Local 309 and the City of Lincoln for the period from May 1, 2019 through April 30, 2022
 - E. Approval of three-year contract between International Union of Operating Engineers Local 399/Street Department and the City of Lincoln for the period from May 1, 2019 Through April 30, 2022
10. **Announcements**
11. **Possible Executive Session**
12. **Adjournment**

COMMITTEE OF THE WHOLE MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Presiding:

Mayor Seth Goodman

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Tracy Welch, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Kathryn Schmidt, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Jeff Hoinacki, Ward 4

Staff Present:

City Administrator Elizabeth Kavelman
City Attorney John Hoblit
City Clerk Peggy Bateman
Treasurer Chuck Conzo
Fire Chief Bob Dunovsky
Police Chief Paul Adams
Building and Safety Officer Wes Woodhall
Streets Superintendent Walt Landers
Veolia Water, Greg Pyles

Absent:

Alderman Kathy Horn, Ward 4

Public Comment:

Mayor Goodman called upon citizens registered to speak. Mr. and Mrs. Jerry McCain of 1611 Pulaski Street came forward to talk about the condition of the street. Mr. McCain wanted to try to get something done about the speeding on this road.

Police Chief Paul Adams said the radar sign that is present on the street monitors speed as well as collect data on times of day etc. He said his department will do their best. Alderman Keller and Alderman Welch both spoke and then referred to Streets Department Superintendent Walt Landers to weigh in on parking on Pulaski Street.

Alderman Welch said this is not the only street with this same issue. He mentioned Pekin Street. Mayor Goodman thanked Mr. McCain and moved onto other public comment.

Next, Mr. and Mrs. Eldon Lessen of 836 1850th Street came forward to discuss the issue of their sewer line and the connection of the city main. He said they have a \$15,000 repair bill and is requesting the city take on some of the repair costs for the main. He said the main itself was \$10,000. He said excuses have been given to them. He said the budget shows revenue of \$4 million from sewer bills. Mrs. Lessen said it sounds like an excuse—and that they are not wanting it to be pushed under the rug. She said they tried

to find out the age of the Pekin Street sewer line and discovered it was older than the records that could be found.

The Lessen's requested deducting their \$45 monthly sewer payment fee until some other alternative is found. Alderman Welch said there have been meetings, but it is still under discussion. Mr. Lessen mentioned Wes Woodhall and the potential violations . . . he said Mr. Woodhall must have passed something on to someone. Alderman Welch said Mr. Woodhall sent emails onto appropriate individuals. He said the council is still looking at getting this formalized from them.

Mr. Lessen said that no communication to them, means that it is not being looked at. The Lessens again requested that their sewer bill be waived. Mayor Goodman said not at this time. There being no further public participation, Mayor Goodman moved down to other agenda items.

Mayoral Reappointments:

Police Chief Paul Adams, Streets Department Superintendent Walt Landers, Building and Safety Officer Wes Woodhall, Deputy Police Chief Matt Vlahovich, Police Department Administrative Assistant Susie Pegram, Police Department Records Clerk Kirsten Rawlins, Lincoln Street Department/Building and Safety Office Administrative Assistant Cori Ingram – as well as their non-union pay increases as budgeted in FY 2019-2020:

The item will be placed on the agenda.

Resolution for Fiscal Year 2019-2020 pay increases for non-union employees:

The item will be placed on the agenda. Alderman Keller asked about section one, and a discrepancy between five percent and three percent increases that are slated to be awarded to various people. Treasurer Conzo mentioned that Mr. Wes Woodhall came in at a rate of pay lower than his predecessor.

Morgan Gleason, Logan County Tourism Director:

Resolution for Route 66:

Miss Morgan Gleason came forward to present the resolution to have June 7-9, 2019 designated as the Route 66 weekend in the City of Lincoln. She said The Mill will have its 90th Anniversary celebration, and other things will also take place that weekend.

Alderman Welch said it plays well into the Route 66 Centennial Commission that has been established. The item will be placed on the agenda.

Miss Morgan Gleason, Logan County Tourism Director | Amendments to the Lincoln Depot Lease Agreement:

Miss Morgan Gleason also wanted to discuss the lease agreement between the City of Lincoln and the Logan County Tourism Bureau. She said the edits would be allowing the agreement to say what it was originally intended to in 2018. Alderman Welch weighed in on the paper document versus the digital file and language discrepancies. Alderman Parrott requested it be placed on the agenda.

Alderman Keller asked if the rent was the same as in 2018. It would be. Then Alderman Keller asked about loiterers and if that situation has improved. Miss Gleason said things are a little better, she thinks an alarm system would put her mind at ease.

On September 21, the Logan County Tourism Bureau is looking to break a world record. The county has approved the use of the Logan County Courthouse lawn. Streets Superintendent Walt Landers weighed in on signage. Alderman Welch said he was humored on Friday, when someone walked in and up to a sign and asked Miss Gleason for a ticket. He said it could help, but they would need to read it.

Alderman Keller asked for a reminder to be shared about the upcoming attempt to break the Guinness World Record for the number of people dressed up as Abraham Lincoln. Participants would need to wear a top hat, beard without a mustache, long black dress coat, white collared shirt, and black pants. The beard can be fake and women can participate, however, dogs and babies will not count. Alderman Bateman asked if Miss Gleason had reached out to various Abraham Lincoln associations.

Lincoln YMCA Soccer Program—Two-year Sub-lease contract for the use of the City's Walmart property, effective May 20, 2019 to May 19, 2021:

City Administrator Beth Kavelman weighed in on this program and request. The item will be placed on the agenda.

Contract with Lincoln Junior High School to Hire a School Resource Office (SRO) for Lincoln Junior High School:

Police Chief Paul Adams said the School Resource Officer (SRO) at the high school has been helpful . . . he said a school incident can happen anywhere, and the public needs to know their children are safe. He said a School Resource Officer (SRO) will be beneficial to the students and junior high. He wanted to see this happen. He said the district has approved the contract. The salary amount would be \$36,619.83. He said it's half the salary and benefits or half the cost of another officer. He's reached out to district 404. He said the department did not hire an administrator, instead he'd like to see this move forward with putting an SRO in place. He mentioned hiring a new officer off the new hire list. He said it is a two-year list, and it expires in September. He'd have to see if those individuals would want to join the police department.

Chief Adams asked City Attorney John Hoblit if he had reviewed the contract. Mr. Hoblit said he did not have a problem with it. It will be added to the agenda.

Resolution for Fiscal Year 2019-2020's Draft Motor Fuel Tax Maintenance Program:

Streets Superintendent Walt Landers said each year his department has to put together a program for The Motor Fuel Tax (MFT). He said it contains, roadways, sidewalks, snow removal, etc. His team has to provide a budget. This year, the program is \$575,000. The item will be placed on the regular agenda.

Fast Track Demolition of 1023 N. Sangamon Street:

Mr. Wes Woodhall weighed in saying his team wanted to use the fast track demolition process. He said there are liens on the property. The gentleman who owned is passed away three years ago. He said the nephew and son involved said there is not an estate or will, they had no intentions of doing anything with the property. Mr. Woodhall said the property is in bad shape and has become more and more of a dumping ground. He thinks people are taking advantage of dumping garbage there, he said it's consistently getting worse.

Vern's Backhoe and Excavating would be awarded the job. He said as of May 12, it could be torn down. The funding would come out of last year's budget. Alderman Welch asked if this property now becomes

property of the city. Mr. Woodhall said no. He said because of the liens, it is not something they would want to accept. He said they city already takes care of the properties.

Alderman Bateman asked if the only liens on the property are from the municipal government. That was the case. Then, Alderman Bateman said perhaps the property could be put up for auction so it could be put back on the tax rolls. The item will be placed on the agenda.

Appointment of Firefighter Chad Kern to the Firefighters Pension Board:

Mayor Goodman said this was a replacement after the retirement of former Fire Chief Mark Miller. Fire Chief Bob Dunovsky said Firefighter Chad Kerns would be getting into the Tier II benefits. The item will be placed on the agenda.

Analysis of South Kickapoo Street Resurfacing:

Streets Superintendent Walt Landers talked about doing mill and overlay, following the current design that is there on the street. He said a second option was the removal of all the pavement and brick. He said it could come with a cost of \$450,000. The 2019 budget is \$500,000. The first option would allow his department to do other projects as well.

Alderman Bateman said in reading this, it looks like the engineering was done by Farnsworth Group. He asked if the city does have a contract with the firm. He said he would like to see the city bid out for an engineer or take a different avenue.

Alderman Parrott asked about the anticipated lifespan of the road after the project's completion. Mr. Landers weighed in. He gave an example of one street in town that was constructed in 1995 and he still considered it to be in good shape.

Alderman Keller said they could not sacrifice the entire budget on one street. Alderman Keller wanted Mr. Landers to offer the new council a debrief on the PAVER Program. It is a ranking system, which rates city streets on their condition/grade.

He said once a street is graded so low—it's considered reconstruction. It is not pavement maintenance. He said mill and overlay is considered more than just maintenance. Alderman Bateman said he agreed in spending the entire budget on two blocks of streets when the alderman hear complaints from people weekly about the condition of the streets in the town.

He said he liked the idea—he said he was going to steal his thunder . . . of each alderman evaluating their streets, and determining which streets in their ward are the worst in their given section of town—and then he wanted to split up the funding accordingly. He mentioned the Lincoln Depot project and those surrounding streets. Alderman Parrott reverted back to the PAVER system. Mr. Landers weighed in. He said the system gives a list of streets for each operation. He said money is better spent, as far as maintenance, in keeping a street that is ranked a 40-50 and getting it up to an 80 with maintenance, versus doing a complete construction. Alderman Parrott asked about Kickapoo Street—it has been scored a three and a nine.

Alderman Welch weighed in again on utilizing the PAVER program to determine which streets in each ward are deemed in worst shape and then spread the funds among the various wards. He also talked about Farnsworth Group and getting someone who is capable of doing the work.

Alderman Hoinacki said there are a lot of unknowns, and he did not favor Band-Aiding the streets. He said the city had to start reconstructing, otherwise hypothetically the street ranked three could eventually rank zero. Alderman Bateman said living with someone who worked in the road construction business forever, and having to listen to it, and given his years with the county—if you're going to mill somewhere between an inch and a half or so of asphalt, then option three could be to replace curbs and gutters and then asphalt the streets to get the best of both worlds. He said it could address drainage issues.

Alderman Bateman mentioned Campus View Drive, saying it was only \$30,000. He mentioned once the milling and seal coating was done on the road, it turned it into a decent street. Alderman Welch mentioned Elm Street in Ward 1, Alderman Parrott said he's talked about Elm Street before. Alderman Parrott said if you have Tremont's, you're not going to get very far with \$500,000 and we are trying to do this on multiples across everyone's wards. He said if they looked at curbing, drainage, etc. then it is something to look at with concrete. He shared that he was unsure of how he would vote, just yet. Then Mr. Landers weighed in on the need to look at the street . . . and what kind of maintenance you would want to do on it.

He said Kickapoo Street, Heitmann Drive, he said rebar is showing underneath the street . . . he said at some point they'd have to address that, but you have to consider what is underneath the street. Sewers, water infrastructure etc. There has been a partial assessment of Kickapoo Street. He said there is no sewer running the length of Kickapoo Street. He said there are a lot of things to consider when you are looking at streets.

Alderman Hoinacki asked Streets Superintendent Landers about starting over with a new firm. Mr. Landers recommended sticking with Farnsworth Group for now and then putting out a Request for Qualifications (RFQ) after this construction season. Alderman Hoinacki wanted clarification on what was going to be placed on the agenda.

Alderman Welch wanted to weigh in on the Band-Aid comment. He said in 20 years we can accomplish a lot with other streets in the city. He mentioned drainage issues, and that in the past four years of his service, he had not heard drainage brought up one time.

Alderman Keller said he thought milling was the way to go. He said if we can pursue the process of looking at other firms, it didn't seem like they could, so they could continue with the firm and then check into the idea of utilizing other firms after the construction season ended.

Mr. Landers requested a list of street names in need of repair. Alderman Welch wanted Mr. Landers to look at the PAVER system and offer suggestions on other streets in need of attention. Mayor Goodman mentioned Heitmann Drive and the high visibility there. The item will be placed on the agenda.

Discussion regarding city's policy with homeowners' rain/storm water damage due to recent heavy rains:

Mr. Greg Pyles of Veolia Water weighed in on the public health problems and property damages that can occur due to infiltration and inflow. He said there have been a couple of instances of Sanitary Sewer Overflow (SSO's) in the last couple of weeks. He said at the south plant lift station—Salt Creek rose and got into the structure so there is another threat of an SSO there. He wanted to let the council to know what they are doing about these events. He and Wes are also investigating fog. He said they are doing upgrades to the south plant lift station. And requiring inspections and following up on investigations relating to fats and oils from restaurants. He then showed a map and talked about pulling out data.

Alderman Keller said this is the same GIS system that Will D'Andrea is using for 911, to better plot out the county for emergency response. Veolia will use some of the county's GIS information, and Veolia has sewer information regarding the underground infrastructure.

Alderman Bateman said the county just did a recent flyover. He said Will is working on a new flyover that will update the streets and everything. When you log onto the GIS, it will portray streets from a couple of months ago, rather than years ago.

Alderman Welch asked about information and public access. Alderman Hoinacki mentioned getting aerial photos and mapping of Logan County through the Regional Planning Commission. He said the maps will be used by numerous agencies. He said this is a great update to have on file. He said that is where some of the regional planning money will be going to. Mr. Walt Landers brought up the budget and engineering rates. He said the \$22,000 listed is just engineering for the sidewalk project, and for opening and closing the MFT program at the end of the year.

Mr. Pyles said in recent weeks, several agencies have reached out about connecting to the storm sewer. He said he thinks these entities need to submit a plan to the city council and then a recommendation could be made thereafter. They need to present it to the council for their consideration, per Mr. Pyles.

Announcements:

Mayor Goodman asked if anyone had any announcements.

- Regional Planning Commission to be added to the agenda, the city will be renewing their contribution again. Logan County Regional Planning has team up with TriCounty Regional Planning to build maps. Some of the regional planning money will go to this project.
- Alderman Welch wanted a brief summary about the city's involvement, return on investment, etc., regarding the city's participation in regional planning.
- The Civil Service made an amendment for all civil service workers to live within Logan County, this would be an amendment to civil service rules, and it would be added to the agenda.
- Alderman Welch mentioned the strain the Lincoln Depot placed on adjacent businesses, specifically P&W Pool and Spa, Inc. He said there is no longer any room for parking for their work vehicles. He said the police department has done a great job of enforcing the 2-5 a.m. parking ban as the ordinance reads. He proposed removing the parking ban on the west side of the street, however, the east side would remain in effect. He suggested the council amend the ordinance to include language that he provided, and he said the business would be grateful. They have started to see parking tickets, but he wanted to help with the issue and make it easier for businesses to do business. Alderman Parrott made comment about setting precedent in other instances. Mr. Welch wanted it to be evaluated on a case-by-case basis. The item will be placed on the agenda. Prior to, the request would be that the city attorney review the ordinance.
- Alderman Kevin Bateman to be appointed to the Route 66 Commission, this item will be placed on the agenda.
- Mr. Walt Landers shared the city has been deemed Tree City USA for the 18th year in a row. He mentioned Arbor Day and a tree planting event.
- Ribbon Cutting—at ChaiDai Pet Motel on Lincoln Parkway at 4 p.m. on May 15.
- Alderman Welch thanked people who assisted on College Street and the sewer repair there.

Executive Session under Section 2(c)(2), Collective Bargaining:

There being no further announcements to come before the council, Alderman Welch made a motion to move into Executive Session under 2(C)2 Collective Bargaining, seconded by Alderman Keller. Alderman Hoinacki asked if there was one other subtitle yet. The answer was no. City Clerk Peggy Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki

Nays: (0)

Abstain: (0)

Absent: (1) Alderman Kathy Horn

Executive Session under Section 2(c)(2), Collective Bargaining:

The council recessed from the Committee of the Whole meeting at 8:31 p.m. in order to enter Executive Session. Mayor Goodman announced there would be no further city business conducted upon reconvening.

Executive Session under Section 2(c)(2), Collective Bargaining:

The council adjourned the Executive Session at 9:07 p.m. in order to reconvene the Committee of the Whole Meeting at 9:11. Roll call was taken.

Present:

Alderman Tracy Welch
Alderman Steve Parrott
Alderman Kathryn Schmidt
Alderman Sam Downs
Alderman Kevin Bateman
Alderman Ron Keller
Alderman Jeff Hoinacki

Absent:

Alderman Kathy Horn

Executive Session under Section 2(c)(1) Personnel:

The council then recessed the Committee of the Whole (COW) meeting for a second time, under 2(c)1, Personnel at 9:13 p.m. Alderman Keller made the motion, seconded by Alderman Bateman in order to enter into Executive Session. Roll call was taken.

Present:

Alderman Tracy Welch
Alderman Steve Parrott
Alderman Kathryn Schmidt
Alderman Sam Downs
Alderman Kevin Bateman
Alderman Ron Keller
Alderman Jeff Hoinacki

Absent:

Alderman Kathy Horn

Executive Session under Section 2(c)(1), Personnel:

The council adjourned the Executive Session at 9:42 p.m. in order to reconvene the Committee of the Whole Meeting at 9:48. Roll call was taken.

Present:

Alderman Tracy Welch

Alderman Steve Parrott
Alderman Kathryn Schmidt
Alderman Sam Downs
Alderman Kevin Bateman
Alderman Ron Keller
Alderman Jeff Hoinacki

Absent:

Alderman Kathy Horn

Upon reconvening, Alderman Welch said he would like to see the hiring of Ancel Glink for a TIF legal representation and possible labor representation or legal council, Alderman Keller seconded that. Then Alderman Keller motioned to adjourn, seconded by Alderman Welch. Roll call was taken.

Present:

Alderman Tracy Welch
Alderman Steve Parrott
Alderman Kathryn Schmidt
Alderman Sam Downs
Alderman Kevin Bateman
Alderman Ron Keller
Alderman Jeff Hoinacki

Absent:

Alderman Kathy Horn

Adjournment:

Mayor Goodman adjourned the meeting at 9:49 p.m.

Respectfully Submitted By:

Alex Williams, Recording Secretary

REGULAR CITY COUNCIL MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Presiding:

Mayor Seth Goodman

The Regular Meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Tracy Welch, Ward 1
Alderman Steve Parrott, Ward 1
Alderman Kathryn Schmidt, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Kathy Horn, Ward 4
Alderman Jeff Hoinacki, Ward 4

Staff Present:

City Administrator Elizabeth Kavelman
City Attorney John Hoblit
City Clerk Peggy Bateman
Treasurer Chuck Conzo
Fire Chief Bob Dunovsky
Police Chief Paul Adams
Building and Safety Officer Wes Woodhall
Streets Superintendent Walt Landers
Veolia Water, Greg Pyles

Absent:

None

Public Comment:

Mayor Goodman called upon citizens registered to speak. Mrs. Martha Lessen of 836 1850th Street, Lincoln came forward to talk about the sewer system near her rental property and communication with the City of Lincoln. Mrs. Lessen said she and her husband are frustrated with the lack of communication. She said today they received several letters from the city, including a letter to inform the Lessen's . . . that reimbursement for the sewer repair would be denied and she said the letter cited an ordinance saying that costs incurred would be on the owner.

Alderman Welch said that as it stands, and as the language is written . . . that was what had resulted in the letter the Lessen's had received. He said whatever action they choose to take with the letter is well within their right. Mrs. Lessen said she has not heard anyone stand up to say that this isn't right. Mr. Welch said out of respect for the aldermen who sit up here . . . he would leave his statement as is . . . and that it was a statement that the council made as a whole.

Next, Mrs. Caryl Riley of the United States Census Bureau came forward to talk about the census, coming up April 1, 2020. She said right now her department is very engaged with recruiting people to help with the census, they're looking for more than 175 participants. The census takes place every 10 years, it's constitutionally mandated that they count everyone in the United States. They need a good inventory of

where people might live. They ask 10 questions, name . . . date of birth. They only have 12 applicants so far . . . for early operations. They will hire 14 people county-wide to ensure information from the towns jives and that the process will start in July. Surveying will take place through November, then come January 2020, the surveys will be mailed out.

Each person in Illinois is valued at \$1,560. She is asking for help in getting word out that they are hiring in the area. She said local voices get better response on outreach. Anyone interested in applying or learning more information can reach out to Mrs. Riley: CELL: 773-712-5694, EMAIL: carly.i.riley@2020census.gov OR they can go to 2020census.gov/jobs. There being no further questions, Mayor Goodman moved onto other items.

A. Payment of Bills

B. Approval of minutes May 6, 2019 Regular City Council Meeting

Alderman Welch made a motion to approve, seconded by Alderman Parrott. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

Bids:

A. Approval of bid from Byrne's Backhoe & Excavating for Fast Track Demolition of property at 1023 N. Sangamon Street in an amount not to exceed \$6,250

Alderman Welch made a motion to approve, seconded by Alderman Keller. Mr. Wes Woodhall offered some background on the vacant property. He said there is continued dumping on the property, utilities are now off and disconnected. He said it is just a terrible eyesore and continues to be so. He said with that in mind, people are abusing the property. He said it is in bad shape. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

Reports:

A. City Treasurer Report for April 2019

Treasurer Conzo began talking about completing everything that was due for Fiscal Year 2018-2019. He would fill in the council if any other bills come up that are unpaid.

He talked about composite account balances, and the General Revenue Fund (GRF) balance . . . as well as distributions from the State of Illinois . . . from various revenue streams that the city receives from the State of Illinois.

He also went into the summary of where we are with investments. He mentioned the Police Pension Fund . . . and the members of the Police Pension Board . . . he said members of the board have worked very hard in order to move the city over the mark . . . he called on Deputy Police Chief Matt Vlahovich who said it has been a long time since the city has been near the \$10,000,000 benchmark . . .

With the Fire Pension Fund . . . he said we've seen some growth there too with Regions Bank, the portion of that that deals with trusts. He said he would talk more about this in next month's report. He then touched on the Motor Fuel Tax (MFT) he said gas was high for the first part of the year . . . when the price of gas goes up, the MFT receipts goes down. The more gas that's sold, the more tax revenue that is received. Consumption drives the tax revenue. He then went into the Utility Tax, he said year-to-date by month of liability the city has \$854,780.76. That was all he had.

With no questions, Mrs. Peggy Bateman was called on.

B. City Clerks Report for April 2019

City Clerk Peggy Bateman shared the sewer report for April 2019. The City of Lincoln did receive payment from the correctional centers in April.

The city is down to a couple of households, only four addresses that still owe for trash . . . in an amount less than \$200.

C. Department Head Reports for April 2019

These reports are either on file or will be shortly.

New Business/Communications:

A. Advise & Consent to the Mayoral re-appointments of the following: Paul Adams, Chief of Police, Walt Landers, Streets and Alley's Superintendent, Wes Woodhall, Building and Safety Officer, Matt Vlahovich, Deputy Police Chief, Cori Ingram, Deputy Building and Safety Official

Alderman Keller made a motion to approve the slate of appointments as written, seconded by Alderwoman Horn. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

The swearing-in of appointments:

- Mr. Walt Landers came forward in order to be sworn in.
- Mr. Wes Woodhall came forward to be sworn into office.
- Deputy Police Chief Paul Vlahovich came forward to be sworn into office.

Mayor Goodman moved to other items on the agenda.

B. Approval of amendment to the Lincoln Depot Lease Agreement

Alderman Welch made a motion to approve, seconded by Alderman Parrott. Alderman Welch gave some background on the amendment to the agreement. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)
Abstain: (0)
Absent: (0)

Mayor Goodman moved to other items on the agenda.

C. Approval of the sub-lease of property at 639 Malerich Drive between the Lincoln F.C. Organization, the Lincoln YMCA and the City of Lincoln

Alderman Parrott made a motion to approve, seconded by Alderman Bateman. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)
Abstain: (0)
Absent: (0)

Mayor Goodman moved to other items on the agenda.

D. Approval of School Resource Officer Agreement between District 27 and the City of Lincoln effective August 1, 2019

Alderman Welch made a motion to approve, seconded by Alderwoman Horn. Deputy Police Chief Matt Vlahovich gave some background on the significant impact his department believes a School Resource Officer (SRO) can have on the school and the community's youth. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)
Abstain: (0)
Absent: (0)

Mayor Goodman moved to other items on the agenda.

E. Approval of the hiring of a new Police Officer, effective August 1, 2019

Alderman Welch made a motion to approve, seconded by Alderman Bateman. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)
Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

F. Advice and Consent to the Mayoral Appointment of Firefighter Chad Kern to the Firemen's Pension Board

Alderman Parrott made a motion to approve, seconded by Alderman Keller. The vacancy became available upon the retirement of former Fire Chief Mark Miller. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

G. Approval of the resurfacing of South Kickapoo Street from Clinton Street to Wyatt Avenue with the milling of the existing asphalt and replacing it with the same

Alderman Bateman made a motion to approve, seconded by Alderwoman Schmidt. Mr. Walt Landers offered background information on the proposed resurfacing. He said the first option was asphalt overlay, the second option was to replace the street completely, fixing the base and construction a new concrete street with curbing and guttering.

Alderman Bateman said he assumed Mr. Landers has a conversation with Farnsworth Group . . . and that they claim the project can be completed at the estimated price without overrun costs . . . Mr. Landers said it was an estimate. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

H. Approval of funding agreement between the City of Lincoln and the Logan County Regional Planning Commission in the amount of \$12,500

Alderman Hoinacki made a motion to approve, seconded by Alderman Bateman. Mayor Goodman said these are the same terms that were approved in the past. Then Mr. Bateman weighed in on how he feels confident in voting for this . . . he did mention delaying it and waiting for Will . . . or the council could read it and vote. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)
Abstain: (0)
Absent: (0)

Mayor Goodman moved to other items on the agenda.

I. Approval of amendment to the Civil Service Rules requiring Civil Service employees to reside within Logan County

Alderman Welch made a motion to approve, seconded by Alderman Parrott. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)
Abstain: (0)
Absent: (0)

Mayor Goodman moved to other items on the agenda.

J. Advise and Consent to the Mayoral appointment of Alderman Kevin Bateman to the Route 66 Bicentennial Commission

Alderwoman Horn made a motion to approve, seconded by Alderman Keller. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)
Abstain: (1) Alderman Kevin Bateman
Absent: (0)

Mayor Goodman moved to other items on the agenda.

K. Approval of agreement to retain the Ancel Glink Law Finn as outside legal counsel

Alderwoman Schmidt made a motion to approve, seconded by Alderman Parrott. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn
Nays: (0)
Abstain: (0)
Absent: (0)

Mayor Goodman moved to other items on the agenda.

Ordinance and Resolution:

A. Resolution establishing salaries and/or pay increases for the City of Lincoln

Alderman Welch made a motion to approve, seconded by Alderman Keller. Mayor Goodman called for further discussion, Alderman Bateman weighed in on the salary increases, and how they were in the budget, voted on and they passed . . . he said it seemed redundant that the council was voting on the same thing for a second time . . . he said it was a budgetary item and that within two weeks the council was voting on it again.

Alderman Keller deferred to Treasurer Chuck Conzo . . . who said for years they just put it in the budget . . . but there were pay increases, they were just implemented without a second vote . . . he said previous administrations outlined spelling out what the pay increases were/are . . . he did not know why they continued to do it.

Alderman Bateman wanted to know if he was the only one who thought it was redundant? The treasurer said her personally thought it was redundant. City Attorney John Hoblit said someone told him to do it, he did not just make it up on his own. Comment continued . . . Mr. Hoblit said the resolution is before the council now . . .

Alderman Welch said he has spoken with Alderman Bateman about this . . . about state statutes. He said he believes in the interest in transparency, they should move forward with this vote. Alderman Bateman said he did agree with Mr. Welch, but he was just asking the questions . . . because when it came up he realized the council just had voted on it . . . he said the Illinois Municipal League says it's a gray area . . . Alderman Keller then weighed in, saying the budget is a blue print . . . he said the vote is a resolution that they are now promising the salary increase for the entire year . . .

Alderman Bateman said his suggestion for next year is that they do this the same night that they vote on the budget. Treasurer Conzo said it is retroactive to the beginning of the fiscal year. Retroactive to May 1. There being no further questions or discussion, City Clerk Bateman called roll.

Yeas: (7) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (1) Alderman Kevin Bateman

Absent: (0)

Mayor Goodman moved to other items on the agenda.

B. Resolution designating June 7-9, 2019 as Route 66 weekend in Lincoln, Illinois

Alderwoman Schmidt made a motion to approve, seconded by Alderman Welch. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

C. Resolution listing expenses for the Motor Fuel Tax (MFT) Maintenance Program for FY 2019-2020

Alderman Welch made a motion to approve, seconded by Alderman Bateman. Mr. Walt Landers gave some overview on the rental fees for the city's equipment . . . all the different salaries for MFT eligible work . . . he said it's organizing this, and letting the state know this is the city's plan for the year. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

D. Ordinance amending Section 9-15-12 of the city code to allow parking on the West Side of Chicago Street between Pekin and Delavan Streets

Alderman Bateman made a motion to approve, seconded by Alderman Keller. Treasurer Welch gave the reasoning behind the exemption for parking on this side of the street . . . to allow for businesses in this area, who have been impacted by The Lincoln Depot construction could have some relief and parking available to them. Mayor Goodman called for further discussion, there being none, City Clerk Bateman called roll.

Yeas: (8) Alderman Steve Parrott, Alderman Tracy Welch, Alderman Kathryn Schmidt, Alderman Sam Downs, Alderman Ron Keller, Alderman Kevin Bateman, Alderman Jeff Hoinacki, Alderman Kathy Horn

Nays: (0)

Abstain: (0)

Absent: (0)

Mayor Goodman moved to other items on the agenda.

Announcements:

Mayor Goodman asked if anyone had any announcements.

- Alderman Ron Keller talked about the state's county health rankings ~~was~~ relating to physical, emotional . . . health. He said the county ranks 66th . . . worse than average, related to drug overdose death, premature death, adult obesity . . . but the county is better than the average, in terms of violent death, mammogram screening . . . and lower STD and HIV ranking. He said a study was released also about farmer deaths, relating to suicide . . . caused by mental illness. He said the Logan County Department of Public Health was on top of all these figures. Alderman Bateman weighed in . . . saying we were much worse than this a few years ago . . . closer to the 90's and 100's at one point.
- Alderman Bateman then wanted to talk about the plan to break the Guinness Book of World Record for number of people dressed as President Abraham Lincoln.
- Alderman Welch touched on Third Friday's Downtown Lincoln . . . and that the group is going to pair up the event with the Logan County Balloon Festival on August 23. Vendors can participate in the vendor market . . . volunteers are wanted as well. Food vendors should get in touch with Mr. Welch.

Adjournment:

There being no further discussion to come before the City Council of Lincoln, Alderman Welch motioned to adjourn, seconded by Alderman Keller. Roll call was taken. Mayor Goodman adjourned the meeting at 8:02 p.m.

Monday, May 20, 2019

Present:

Alderman Tracy Welch
Alderman Steve Parrott
Alderman Kathryn Schmidt
Alderman Sam Downs
Alderman Kevin Bateman
Alderman Ron Keller
Alderman Kathy Horn
Alderman Jeff Hoinacki

Absent:

None

Respectfully Submitted By:

Alex Williams, Recording Secretary

COMMITTEE OF THE WHOLE MEETING

Lincoln City Hall, Council Chambers
700 Broadway Street | Lincoln, Illinois

Presiding:

Mayor Seth Goodman

The Committee of the Whole Meeting of the City Council of Lincoln was called to order by Mayor Seth Goodman at 7 p.m., with proper notice given. City Clerk Peggy Bateman called roll.

Present:

Alderman Tracy Welch, Ward 1
Alderman Kathryn Schmidt, Ward 2
Alderman Sam Downs, Ward 2
Alderman Kevin Bateman, Ward 3
Alderman Ron Keller, Ward 3
Alderman Jeff Hoinacki, Ward 4
Alderman Kathy Horn, Ward 4

Staff Present:

City Administrator Elizabeth Kavelman
City Attorney John Hoblit
City Clerk Peggy Bateman
Treasurer Chuck Conzo
Fire Chief Bob Dunovsky
Police Chief Paul Adams
Building and Safety Officer Wes Woodhall
Streets Superintendent Walt Landers

Absent:

Veolia Water, Greg Pyles
Alderman Steve Parrott, Ward 1

Public Comment:

Mayor Goodman called upon citizens registered to speak. Mr. and Mrs. Eldon Lessen of 836 1850th Street, Lincoln came forward to talk about public issues.

Mr. Lessen said the good news is that tonight that they did not come to talk about the sewer issue. Mrs. Lessen mentioned that in September, she thought about rebuilding the City of Lincoln for good. She talked about the bible and God's call to do good, to give everyone what you owe him . . . Mr. Lessen talked about how all people are privy to information, consistent to a government act that they cited. They claim this is why they previously consisted on trying to get information from the City of Lincoln.

She mentioned an Illinois Freedom of Information Act Request and the two shared a number of quotes from emails between Lincoln City Council members and other city officials.

"That should not prompt the city to act in their favor 🙄 "

"This has and always has been a city matter . . . "

"As far as all the city management staff conferred, this issue is closed and the property owners are entirely responsible 🙄 "

"... the city could do a better job in this space ..."

"I think we had a great dialog with some potential action items for the city to improve ..."

"It seems whoever the central point of contact has been up to this point ... there were no violations issued."

"I feel this was a divide and conquer agenda ..."

Mr. Lessen said they're all human, but wisdom recognizes errors. He then called on the city council, saying they were hired to be dedicated to serving the people ... he said it is not an easy job, but it is one that they have accepted and committed to.

Mrs. Lessen mentioned that soon there will be a record Abraham Lincoln world record setting attempt ... she called on the council to act like Lincoln, to be God's servants for good. Mr. Lessen asked if anyone had any questions about the quotes ...

Alderman Kevin Bateman said the only thing he can tell the Lessen's from sitting in his perspective, is that ongoing talks are being had about how things can change. He said he would not say that they are being ignored, but that there were some communication ... errors, or not errors, but that things were not completed in a timely manner.

He said we have taken everything you have said seriously ... and that conversations have been started. Mr. Lessen mentioned lack of communication etc. He said when he sees no response to what they are saying, then he naturally assumes nothing is being done about it.

Alderman Bateman said he is the longest standing elective official besides Mr. Hoinacki ... he said when you seen an email that has everybody's address on it ... we may have a response, but we can only respond to one other person. ... he said communication is happening ... and that is what drags things out.

He said governing is a very difficult process, but it also gives the illusion that government doesn't care. Mr. Lessen said telling someone else that he has judged the parliamentary procedure for the FFA for several years at the district level. He said it is a slow process, but we need to get it done.

Mrs. Lessen mentioned if there was a limit to the number of people who can talk to them at any given time. Alderman Welch said they can talk to every member of the council individually or in pairs. There being no further public participation, Mayor Goodman moved down to other agenda items.

Mayoral Appointment of Hannah Fitzpatrick to the Historic Preservation Commission:

This will be placed on the agenda.

Resolution for US Census 2020:

City Administrator Elizabeth Kavelman said this year is more about GIS and buildings, this would be placed on the agenda.

Alderman Keller had a follow-up question ... about the resolution ... this is so that there is no chance that any public official can tamper with any portion of the census. The item will be placed on the agenda.

Logan County Animal Control Agreement:

Alderman Bateman said the contract should be the same as last year. The item will be placed on the agenda.

Permit to Request LCHS hold its Homecoming Parade on Friday, September 20, 2019, at 2:30 p.m., in Downtown Lincoln, Ill.:

Alderman Keller said this is the same route that they have taken for several years now. There may be a need for an alternative route if construction is still in progress at the time. Alderman Bateman mentioned that the police and fire department need to know about the route . . . as emergency personnel have complained that they often do not know about some of the happenings in town.

Alderman Welch mentioned that there is still paint on the streets from last year's homecoming parade, participants used permanent paint on the roads. Mr. Landers mentioned the need for parade organizers to clean up their streamers and decorations after the event.

Alderman Keller mentioned coming up with a PLAN B for the route. The item will be placed on the consent agenda.

Emergency Shingle Repairs to City Hall Roof:

Fire Chief Paul Dunovsky has gotten a local contractor to come out and they already did the work. Alderman Bateman said this was a large section of shingles that had come off. That was why he reached out and the contractor had realized it was a bigger section . . . Alderman Keller said wanted to know how much longer this patching would last before more repairs are needed. Chief Dunovsky mentioned this could be an ongoing problem if the high winds return.

Agreement for Farnsworth Professional Services Lump Sum for the City Fiscal Year 2019-2020 Street Maintenance Projects--for Kickapoo Street Construction Project, and the Oil and Chip Program:

Mr. Landers mentioned that he wished they had used this document previously as it shares the scope of their work, he called on the council for questions. Treasurer Conzo asked if there was a not-to-exceed limit. Mr. Landers said the estimates listed are likely a firm number. . . however, he could follow up on it. The item will be placed on the regular agenda.

International Association of Fire Fighters Union Local #3092 Three-Year Contract with the City of Lincoln, from 05.01.2019 through 04.30.2022:

City Administrator Kavelman said negotiations have finished, and that they have been signed. She turned things over to Alderman Hoinacki. He mentioned some clerical glitches that were caught. He said he was pleased that things went well at least for the fire contract. She said she thought they did well. She asked that is be placed on the agenda for approval.

Street Department Union Local #399 Three-Year Contract with the City of Lincoln, IL, 05.01.2019 through 04.30.2022:

She said this went after two meetings as well. He said negotiations with Streets and Alleys went very well this year. He said Jeff will agree also, as they were able to save a lot of money on attorney fees. . . they were able to negotiate without attorneys.

Announcements:

Mayor Goodman asked if anyone had any announcements.

- Mr. Landers mentioned the number of trees and limbs that have been coming down. Cleanup was wrapped up and streets were reopened by Friday afternoon. Issues and delays were in part due to Ameren Illinois. More work will come. He requested that any debris be taken to the curb. He

encouraged homeowners to check the trees in their yards and in the right of ways. He said the streets have a lot of leaves and limbs. . . helicopters and the streets are really dirty. He called for people to clean out their drains. He said it will be awhile until street sweepers can get out and get things cleaned up.

- City Fire Chief Bob Dunovsky weighed in on complaints about sirens . . . and said all eight sirens were activated when they were supposed to be in the City of Lincoln. He said 55 mph sustained winds, or spotting of rotation, tornados on the ground. . . all prompt the sirens. He said if you are inside when the sirens are sounded, you may not hear them.
- Alderwoman Schmidt said she brought this up, because it was 18 minutes between the time the warning came on people's cellphones and the time the sirens were sounded. She said she things it is so important. She said some people, such as the elderly may only have a flip phone. Chief Dunovsky said the sirens are for tornadic activity inside the city limits. She said it is left up to municipalities . . . it has to be the decision of whoever pushes the button. She said it means to take cover, why not set off the alarm then. Alderman Bateman weighed in about his past activity with the EMA. He said the other problem here is that when the alarm goes off on your devise, that is not these people here . . . that is other people. He said the siren on top of city hall is only controlled inside the city limits. She said when it comes to the safety of people, the issue needs to be talked about. Alderman Welch said the sirens are not supposed to be your first line of defense. He said the issues we have trying to communicate with people . . . he said we should have a conversation about if we need to make any improvements. Alderman Schmidt mentioned an annual maintenance arrangement on the sirens. There is currently a yearly maintenance bid coming together by Lincolnland Communications. There will be an upcoming test with eight people. Discussion continued . . . Mrs. Schmidt mentioned that one siren is from the 1970's . . . she brought up the idea of a savings program out there for the sirens. She said when it comes to our lives . . . she said it is really important. Treasurer Conzo said siren replacement happens on an as-needed basis.
- Alderman Keller said he appreciated that Alderman Schmidt brought this up. He suggested that people register for the Logan County NIXLE Alert, more here: <https://local.nixle.com/register/>.
- Alderman Bateman mentioned barbecue.
- Mr. Landers mentioned cleanup.

Adjournment:

There being no further discussion, Alderman Keller motioned to adjourn, seconded by Alderman Welch. Mayor Goodman adjourned the meeting at 7:52 p.m.

Respectfully Submitted By:

Alex Williams, Recording Secretary

REQUEST TO PERMIT

DATE: 5/22/19

We, the undersigned of the City of Lincoln, do hereby respectfully request the Mayor and City Council to permit

LC HS to have a Homecoming Parade Friday September
20th, 2019 at 2:30 pm. The parade will proceed down
Wyatt Ave., turn right onto Kickapoo Street, right onto
Broadway St. and continue around the courthouse square.

If the above request is for use of City property, including streets and/ or alleys, please check one of the two boxes below:

☐ A Certificate of Insurance Liability for the event is attached.

☒ A Certificate of Insurance Liability for the event will be provided to the City no later than
the date expires 10/1/19

If City property is used, a Certificate of Insurance Liability is required listing the City as an additional insured. The City reserves the right to postpone review and consideration of this Request to Permit until a Certificate of Insurance Liability is provided.

Name: Chris HammerAddress: 1000 Railer Way
LincolnPhone: 732-4131 Cell: 433-2038Email: chammer@lchsrailers.org

RESOLUTION

WHEREAS, the United States Government will be conducting Census 2020; and

WHEREAS, Census 2020 will generate population figures which will influence the distribution of Federal Funds; and

WHEREAS, the City of Lincoln is in a unique position to assist the U.S. Census Bureau in conducting Census 2020; and

WHEREAS, the City of Lincoln believes that the U.S. Census Bureau should be free to collect and report its data unencumbered by approval of said findings by the City Council of the City of Lincoln.

NOW, THEREFORE, BE IT RESOLVED MAYOR AND CITY COUNCIL OF THE CITY OF LINCOLN, ILLINOIS, that the City of Lincoln has up-to-date data accurate Master Address File to be used in Census 2020.

BE IT FURTHER RESOLVED that U.S. Census Bureau can operate unencumbered by any approval of its findings by the City Council of the City of Lincoln.

BE IT FURTHER RESOLVED that the City of Lincoln is willing and able to assist the U.S. Census Bureau in relation to Census 2020 for the City of Lincoln, Logan County, Illinois.

BE IT FURTHER RESOLVED that this Resolution be communicated and distributed to the appropriate representative officials with the United States Government so that the concerns of the City of Lincoln may be expressed in the appropriate form.

The vote on the adoption of his Resolution was as follows:

Alderman Parrott	_____	Alderman Keller	_____
Alderwoman Horn	_____	Alderman Welch	_____
Alderman Hoinacki	_____	Alderwoman Schmidt	_____
Alderman Downs	_____	Alderman Bateman	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2019

CITY OF LINCOLN,

BY: _____
Seth Goodman, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____(SEAL)
City Clerk, City of Lincoln,
Logan County, Illinois



Logan County Board

P.O. Box 39

Lincoln, Illinois 62656

Phone: 217-732-6400

Fax: 217-735-5246

May 21, 2019

Mayor Seth Goodman
P.O. Box 509
Lincoln, IL 62656

Dear Mayor Goodman,

Attached is a copy of the new version of the agreement between the City of Lincoln and Logan County for Animal Control services.

Contracts are being offered this year at the same rate as last year. You have the option to pay annually or monthly.

Please be advised that the Logan County Board has approved a \$200 fee to be charged to municipalities which do not have a contract and Animal Control is called to an animal problem in that community. For the safety of County residents, we respond to animal calls in all communities, regardless of whether a contract is in place.

If you have any questions, you may reach me at 847-460-8882, or leave a message with our County Board Administrative Assistant, Amy Kuhlman, at 217-732-6400.

Make checks payable to: Logan County
Send payments to: Logan County Treasurer
P.O. Box 400
Lincoln, IL 62656

Sincerely,

Steve Jenness
Chairman
Logan County Animal Control Committee

AGREEMENT

This AGREEMENT made and entered into this 1st day of June, 2019, by and between Logan County, a body corporate and politic, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "County"), and City of LINCOLN, a municipal corporation, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the County is authorized under the Illinois Animal Control Act to provide certain animal control services and to enter into agreements regarding the provision of said services, and

WHEREAS, the City of Lincoln, pursuant to the Cities and Villages Act, Chapter 65, paragraph 5/11-20-9, Illinois Compiled Statutes, is authorized to regulate and prohibit the running-at-large of animals within the City limits of Lincoln, Illinois, and

WHEREAS, the City of Lincoln has passed certain ordinances which prohibit the running-at-large of certain animals within its jurisdiction and has made other provisions to promote the health, welfare and safety of humans and animals within said jurisdiction, and

WHEREAS, the City and County wish to enter into a contractual relationship providing for certain animal control and animal shelter services within the County of Logan and municipality of Lincoln.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. TERM This Agreement shall commence at 12:01 P.M. on June 1st, 2019, and shall terminate at 11:59 A.M. May 31, 2020 unless otherwise terminated or extended.

2. COMPENSATION TO LOGAN COUNTY The City agrees to pay the County for the services hereinafter set forth, the sum of \$42,000.00 for a 12 month period from June 1st, 2019 through May 31, 2020. All payments shall be made in equal monthly installments and such payments shall commence on or before the 15th of June, 2019 and shall continue on the 15th day of each month

thereafter. The monthly payment shall be \$3,500.00. All payments shall be made to the Logan County Treasurer, P.O. Box 400, Lincoln, Illinois 62656 and deposited to the County's Animal Control Fund.

3. SERVICES TO BE PROVIDED BY COUNTY

- a. **Animal Shelter and Pound** Logan County will furnish, operate and maintain an animal shelter and pound for lost, strayed, captured, surrendered or homeless dogs and cats in Logan County. The shelter shall be operated and maintained according to regulations of the Illinois Department of Agriculture. Logan County will provide humane treatment for all animals in its care and custody; provided that Logan County, under the direction of the Administrator of the Animal Control Ordinance (hereinafter referred to as Administrator), shall humanely dispose of such animals as provided by statute, regulation or ordinance. Logan County shall keep accurate records of all animals taken into its custody and impounded and shall record the final disposition made of an impounded animal.
- b. **Administration of Shelter** Logan County will maintain reasonable office hours at the shelter for the convenience of the public and for the purpose of transacting business in connection with its duties under this Agreement, such as for reception of captured or surrendered animals and for transacting business relating to the redemption or adoption of impounded animals.
- c. **Employment of Personnel** Logan County shall employ individuals to carry out its duties under this Agreement. Logan County shall thoroughly familiarize such personnel with all applicable statutes, rules, regulations and ordinances pertaining to animal control within Logan County.
- d. **Enforcement of Animal Control Laws** Logan County shall certify to the Administrator one or more of its employees as being trained and competent to assume the duties of the Animal Control Warden. The Administrator shall appoint such employees as Animal Control Wardens to enforce all applicable statutes, regulations, City ordinances and County ordinances relating to animal control and to capture and impound dogs found running-at-large within the City. Animal Control agrees to respond 24 hours a day to barking

dogs, dogs running-at-large, bite cases and injured dogs or cats. Animal Control will maintain reasonable hours for reclaims, adoptions and other non-emergency needs. The Animal Control Wardens shall be employees of, and be compensated by, Logan County.

- e. **Cooperation with Other Departments** Logan County will cooperate with personnel of City of Lincoln Police Department, Logan County Sheriff's Office and Logan County Health Department in investigating complaints for violation of animal control and animal welfare laws and ordinances and shall respond directly and investigate citizen complaints of violations of such laws and ordinances. When warranted, Logan County shall prepare and transmit investigative reports of violations to the State's Attorney of Logan County for his review and the filing of charges or actions if appropriate. If charges or actions are filed by the State's Attorney, Logan County and the City of Lincoln will cooperate fully in the prosecution of the same. The City Attorney, however, will prosecute actions under the City Leash Ordinances and all such fines and penalties collected shall be retained by the City.

- f. **Issuance of Dog Registrations, Collection of Fees, Maintenance** Under the supervision of the Administrator, Logan County shall issue dog and cat registration tags for all dogs and cats required to be registered in Logan County, and shall collect and retain all registration fees. In addition, Logan County shall collect and retain all required rabies inoculation, housing, neutering and adoption fees. Logan County shall keep complete and accurate records of the issuance of registration tags and the receipt of all fees and charges enumerated above.

4. INSURANCE The County of Logan, at its own cost and expense, shall carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments and from all expenses that may be incurred in investigating or resisting the same stemming from the performance of its duties described above. The City shall be responsible for obtaining and paying for any insurance it may feel is appropriate.

5. AGREEMENT NOT ASSIGNABLE Neither party may sell, mortgage or assign this Agreement, or the powers granted to it, or any interest therein.

6. ENTIRE AGREEMENT This Agreement contains the entire understanding of the Parties and no warranties, representations, covenants, or agreements have been made with respect to the subject matter of this Agreement except as stated in this Agreement. This Agreement may not be amended or modified except in writing and signed by the Parties.

This Agreement entered into the day and year first set forth above pursuant to authority given by the respective governing bodies of both the County and the City.

City of Lincoln, Illinois

By: _____
Mayor

ATTEST: _____ (SEAL) _____
City Clerk Date

County of Logan, Illinois

By: _____
Chairman, Logan County Board

ATTEST: _____ (SEAL) _____
Logan County Clerk Date



**AGREEMENT FOR PROFESSIONAL SERVICES
LUMP SUM**

This Agreement is effective this 3rd day of June in the year 2019, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of Peoria, IL, and City of Lincoln, IL, hereinafter referred to as CLIENT, of Lincoln.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "2019 Street Maintenance Projects", hereinafter referred to as PROJECT.

By this Agreement:

The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

See attached scope of services.

The estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:

Work to be completed by November 29, 2019

CLIENT agrees to compensate FARNSWORTH GROUP for providing the above services on the basis of a Lump Sum fee, plus expenses incurred if not included in the Lump Sum fee (such expenses will be charged in accordance with the Schedule of Charges annually adopted by FARNSWORTH GROUP).

Kickapoo Street Project - \$170,000 Estimated Construction x 11% Design and Construction Engineering in accordance with IDOT MFT Group IV Items = \$18,700

Oil and Chip Program - \$300,000 Estimated Construction x 8% Design and Construction Engineering in accordance with IDOT MFT Group III Items = \$24,000

The total Lump Sum fee for FARNSWORTH GROUP's services plus estimated expenses on the PROJECT is \$42,700.

The attached current Schedule of Charges is incorporated into and made a part of this Agreement.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH GROUP

City of Lincoln, IL
CLIENT

Signature

Signature

Joe Adams
Typed Name

Typed Name

Engineering Manager
Title

Title

6/3/19
Date

Date

Witness Signature (if required)

Witness Signature (if required)

Typed Name

Typed Name

Title

Title

Date

Date

Joe Adams
Principal Contact Typed Name

Walt Landers
Principal Contact Typed Name

jadams@f-w.com; (309) 689-9888
Contact Information (e-mail, phone, etc.)

wlanders@lincolnil.gov
Contact Information (e-mail, phone, etc.)

APPENDIX A
SCOPE OF SERVICES – June 3, 2019
City of Lincoln, IL
2019 Street Maintenance Projects – Design and Construction Engineering Services

Scope of Services listed below are for Design and Construction Engineering Services consisting of Assistance in determining street improvement targets, preparation of project bidding documents, bidding and contract administration, and construction observation as indicated below for two projects; the mill and overlay of Kickapoo Street between Wyatt Ave. and Clinton Street and an oil and chip program on various streets within City limits. This Scope assumes the project is locally funded and that MFT, State, or Federal Material Documentation and Full Time Observation is not required.

Kickapoo Street Mill and Overlay Project

1. Construction Document Preparation

- a. Perform one (1) site visit with City to review design assumptions
- b. Prepare bidding document packet in general accordance with Illinois Department of Transportation Local Roads Policies for Motor Fuel Tax funded contract projects.
Documents to include:
 - i. Proposal Form with Schedule of Prices and associated front end contract documents
 - ii. Project Special Provisions
 - iii. Supplemental Specifications, Recurring Special Provisions, and Bureau of Design and Environment Special Provisions
 - iv. State Standard Details
 - v. Summary of Quantities Sheets
 - vi. Project map including limits and types of improvements

2. Bidding Services and Contract Administration

- a. Submit the Notice to Bidders to local contractors through the statewide Local Roads Contractor's Bulletin
- b. Attend the Bid Opening, evaluate the bids and make a recommendation for award.
- c. Coordinate with the Contractor for execution of the Contract and Contract Bond upon approval of the City.

3. Construction Engineering, Material Testing and Material Documentation

- a. Provide for part-time Construction Engineering, Material Testing and Material Documentation for the subject project. It is assumed that IDOT approved aggregates, concrete mixtures and bituminous mixtures will be used.
- b. Attend Preconstruction Meeting and prepare Meeting Minutes.
- c. Provide part-time observation of the work and the contractor's operations for general compliance with the plans and specifications as construction proceeds, but the Engineer does not guarantee the performance of the contract by the Contractor.
- d. Maintain a record of the contractor's activities during construction, while we are on site, including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work

- e. Supervision of technicians, proportioning engineers, and other engineering technical personnel and the taking and submitting of material samples
- f. Prepare two (2) Pay Request and one (1) Change Order form.
- g. Prepare Punch List and confirm Punch List items were addressed prior to Final Acceptance.
- h. This Scope of Services is based on part-time on-site Construction Engineering time frame for our Bidding and Construction Field services from June 3, 2019 through November 29, 2019. Should the Contractor not meet the completion date due to weather or any other issues, additional compensation for continued Construction Engineering Services shall be made to the Engineer at that time should the City request additional Engineering services beyond the November 29, 2019 date, except as indicated herein

Oil and Chip Program – Various City Streets

1. Construction Document Preparation

- a. Perform one (1) site visit with City to review potential street target conditions and finalize final targets
- b. Prepare bidding document packet in general accordance with Illinois Department of Transportation Local Roads Policies for Motor Fuel Tax funded contract projects.
Documents to include:
 - i. Proposal Form with Schedule of Prices and associated front end contract documents
 - ii. Project Special Provisions
 - iii. Supplemental Specifications, Recurring Special Provisions, and Bureau of Design and Environment Special Provisions
 - iv. State Standard Details
 - v. Summary of Quantities Sheets
 - vi. Project map including limits and types of improvements

2. Bidding Services and Contract Administration

- a. Submit the Notice to Bidders to local contractors through the statewide Local Roads Contractor's Bulletin
- b. Attend the Bid Opening, evaluate the bids and make a recommendation for award.
- c. Coordinate with the Contractor for execution of the Deliver and Install Proposal upon approval of the City.

3. Construction Engineering, Material Testing and Material Documentation

- a. Provide for part-time Construction Engineering, Material Testing and Material Documentation for the subject project. It is assumed that IDOT approved aggregates and bituminous mixtures will be used.
- b. Attend Preconstruction Meeting and prepare Meeting Minutes.
- c. Provide part-time observation of the work and the contractor's operations for general compliance with the plans and specifications as construction proceeds, but the Engineer does not guarantee the performance of the contract by the Contractor.
- d. Maintain a record of the contractor's activities during construction, while we are on site, including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work
- e. Prepare one (1) Pay Request.
- f. Prepare Punch List and confirm Punch List items were addressed prior to Final Acceptance.
- g. This Scope of Services is based on part-time on-site Construction Engineering time frame for our Bidding and Construction Field services from June 3, 2019 through October 11, 2019. Should the Contractor not meet the completion date due to weather or any other issues, additional compensation for continued Construction Engineering Services shall be made to

the Engineer at that time should the City request additional Engineering services beyond the October 11, 2019 date, except as indicated herein

Note: Not included in this Contract and Scope of Services:

- Any funding sources other than local City funds
- Aggregate Testing at the Quarry (Assumed to be completed by IDOT Materials as part of their Approved Source process)
- Concrete Plant Testing Services
- Bituminous Plant Testing Services
- Property Owner Meetings or Coordination
- Meetings with City Staff or City Council other than those referenced above
- Full time Construction Engineering Services
- Construction Layout or staking services
- Proposed ROW or Easement staking

The work listed above will be completed on a time and material basis or under a separate contract addendum, if requested at a later date by the Client.

Date: 6/3/19
Client: City of Lincoln
Project: 2019 Street Maintenance Projects

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as "Farnsworth Group," the above referenced Client will be referred to as "Client," and the above referenced Project will hereinafter be referred to either as Project or by abbreviation as above set forth. Farnsworth Group is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subconsultants and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group, and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes, if any, in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the

information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect Farnsworth Group's ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants,

vendors, and other entities involved in the Project to carry out the intent of this provision.

Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of the Project to both Client and Farnsworth Group, the risks have been allocated such that Client agrees that for the compensation herein provided, Farnsworth Group cannot expose itself to damages disproportionate to the nature and scope of Farnsworth Group's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, Client agrees that the liability of Farnsworth Group to Client for any and all causes of action, including, without limitation, contribution, asserted by Client and arising out of or related to the negligent acts, errors or omissions of Farnsworth Group in performing professional services shall be limited to fifty thousand dollars (\$50,000) or the total fees paid to Farnsworth Group by Client under the Agreement, whichever is greater ("Limitation"). Client hereby waives and releases (i) all present and future claims against Farnsworth Group, other than those described in the previous sentence, and (ii) any liability of Farnsworth Group in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client acknowledges and agrees that (i) but for the Limitation, Farnsworth Group would not have performed the services, (ii) Client has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may be less than the amount of professional liability insurance required of Farnsworth Group under the Agreement, (iv) the Limitation is merely a limitation of, and not an exculpation from, Farnsworth Group's liability and does not in any way obligate Client to defend, indemnify or hold harmless Farnsworth Group, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Farnsworth Group performing the services in accordance with the Standard of Care.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

- (a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.
- (b) Upon request, during the active term of the project Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:
 - (i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.
 - (ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.
 - (iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

- (iv) Client shall indemnify Farnsworth Group for client's use of the Project Files.

- (c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

- (i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.
- (ii) The level of development of the model will be defined consistent with AIA Document E202-2008, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith and indemnify Farnsworth Group.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and without limitation.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Utilities: If Client is responsible to provide information on the location of underground utility lines for use on the Project, as defined in the scope of services, then Farnsworth Group is entitled to exclusively rely on the accuracy and completeness of that information and shall provide prompt written notice to Client if Farnsworth Group becomes aware of any errors, omissions or inconsistencies in such information. Client is responsible for disclosing and providing information on the existence and location of subterranean structures on the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Topographic Surveys/Utilities: If Farnsworth Group is performing the topographic surveys for the Project and the defined scope of service includes Farnsworth Group's efforts to obtain and show information on the location of underground utility lines on the Project, then any such identification and location of underground utilities by Farnsworth Group are strictly limited to public utilities. Client understands that information regarding underground utilities obtained from public agencies and utility owners are not guaranteed to be accurate or reliable. Additionally, the information obtained from the use of underground utility locators or locating technology may not be completely accurate or reliable. Farnsworth Group will use reasonable effort to understand the underground utilities on the Project using the level of service identified in the scope of services, however,

Client agrees that Farnsworth Group is not responsible for and has no liability for any such underground utilities that are not locatable and are not shown on available utility agency or municipality mapping, including private utilities, service lines (lines connecting on-site facilities to the public utilities), and other private utilities interconnecting on-site facilities. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant for utilities that are not locatable, not shown on available utility agency or municipal mapping, and private utilities and service lines that were not made known to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their

general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client warrants that the construction contractor and construction subconsultant shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase I Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

AGREEMENT

BETWEEN THE

CITY OF LINCOLN

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 3092

2019-2022

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ARTICLE 1

PREAMBLE

1.1 OBJECTIVE OF THE PARTIES

This Agreement is entered into by and between the CITY OF LINCOLN or any successor thereto (hereinafter referred to as the Employer), and CITY FIREFIGHTERS LOCAL NO. 3092, International Association of Fire Fighters (hereinafter referred to as the Union). The objective of this Agreement is to establish and maintain effective and harmonious relations between the Employer and the Union consistent with the City of Lincolns Organization Philosophy. The Employer and the Union agree that City of Lincoln employees must conduct themselves in a manner which promotes the values of integrity, competence, teamwork, respect, and service in order to earn the trust and confidence of their fellow employees and the general public.

1.2 UNDERSTANDING OF THE PARTIES

The Employer and the Union agree that if the terms of this Agreement ever be in conflict with any other policies and procedures of the Employer, then the personal policies and procedures as agreed upon by the parties set forth in this Agreement shall take precedence.

1.3 PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all officers in the Bargaining Union and City management without prejudice or discrimination as to their race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental handicap, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, or source of income, unless a bona fide occupational qualification exists, or such factor as outlined above is otherwise legally and expressly authorized to be considered. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Both the Employer and the Union agree not to interfere with the rights of employees to become or refrain from becoming members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any officers because of their membership or non-membership in the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all officers in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 2

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Fire Department except the Chief and Assistant Chiefs. The bargaining unit will include all members below the rank of Assistant Chief. This includes Captains, Lieutenants, Inspectors, and Fire Fighters.

ARTICLE 3

UNION SECURITY CLAUSE/FAIR SHARE OBJECTION

3.1 The Employer recognizes accredited representatives of the Fire Fighters as qualified and authorized to bargain collectively for all the personnel of the Fire Department excluding the Chief and Assistant Chief(s).

3.2 The Union will advise the Clerk of the City of Lincoln and the Chairman of the alderman negotiating committee of the identity of the duly authorized representatives for negotiating purposes.

3.3 MAINTENANCE OF MEMBERSHIP

Each Employee who on the effective date of this Agreement is a member of the Union, and each Employee who becomes a member after that date, shall as a condition of employment, maintain his membership in the Union during the term of this Agreement.

3.4 PAYROLL DEDUCTION OF UNION DUES OR FAIR SHARE FEE

A. During the term of this Agreement, the Employer agrees to make a payroll deduction each pay period, of Union dues, fair share fee, initiation fee, and assessment(s), in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those Employees covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deduction shall be remitted to the Union no later than seven (7) days after the deduction is made by the Employer.

B. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration of the Contract.

3.5 INVOLUNTARY DEDUCTIONS

In the event that an Employee fails to voluntarily sign a check-off authorization, or of an Employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the Employee in the amount previously certified to the Employer by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

3.6 OBJECTIONS TO RELIGIOUS GROUNDS

The obligation to pay a fair share fee to the Union shall not apply to any Employee who, in the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the Employee to an agreeable non-religious charitable organization mutually agreed upon by the objecting Employee and the Union. If the Employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

3.7 OBJECTIONS ON OTHER GROUNDS

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

3.8 INDEMNIFICATION

The Union shall indemnify and hold harmless the Employer against any and all claims, suits, or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision, including any costs incurred by the Employer arising from

changes to the fair share fee amount provided that the Employer has not promoted or instigated such challenge.

In the event of any legal action against the Employer brought in a court or administration agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel provided:

- A. The Employer gives immediate notice of the action in writing to the Union and permits the Union intervention as a party if it is so desired, and
- B. The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both and all Appellate levels.

3.9 PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

- A. **FILING AN OBJECTION.** An Employee with any objections to a Fair Share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail post-marked within thirty (30) days after he/she becomes aware of the basis for his/her objection.
- B. **REVIEW STEP ONE.** Any objection submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector within thirty (30) days after receipt of any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.
- C. **REVIEW STEP TWO.** Upon receipt of the decision of the Executive Board, an objecting Employee may pursue his/her objection by filing a complaint with the State Labor Relations Board in accordance with the procedures established by that agency. In the event that appropriate procedures are not available, the Employee may appeal the Executive Boards decision to binding arbitration utilizing the procedures set forth in Article 6, Step 3, of the current labor agreement.

In using this procedure, an Employee shall operate under the conditions set forth for the Union, and the Union shall operate under the conditions set forth for the City. The only exception shall be in the provision for the sharing of costs of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and use in the

calculation of proportionate share non-members payments, pay the full cost of the arbitration and any administration fees connected with the arbitration process.

D. **CONSOLIDATION.** If more than one Employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act on their behalf in presenting all claims in the hearing.

E. **SEGREGATED FUNDS.** Upon the initial receipt by the Union of any contested amount of proportionate Fair Share payment by an Employee, the Union shall cause and direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process shall be similarly directed to such account, until such time as the validity of the objection is finally determined.

F. **REBATES.** In the event that the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the Employer to comply with said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate Fair Share paying non-members.

ARTICLE 4

UNION BUSINESS

Employees elected or appointed to represent the Union shall be granted time to perform their Union functions including, but not limited to, attendance at regular and special meetings, conferences, conventions, seminars, and activities related to grievance procedures. However, any such Employee shall be given time to perform said functions either without pay or shall be granted liberal exchanges with other Union members so that the elected or appointed representative may attend such functions. Any such requests for exchange will not be arbitrarily denied by the Fire Chief if a reasonable notice is given to him so long as such activities are carried out in a manner that does not interfere with the performance of assigned duties and minimum manning requirements. Group meetings of the membership shall not be scheduled without prior notice to the Fire Chief.

ARTICLE 5

PRINTING AND SUPPLYING AGREEMENT

This Agreement and any future Agreement shall be supplied to each Employee at no extra cost to the Employee. The Employer will supply said Agreement to the Employees no later than thirty (30) calendar days after ratification. In addition, the Employer shall supply the Union with a hard disk copy of the Contract.

ARTICLE 6

LABOR RELATIONS COMMITTEE, GRIEVANCE, AND ARBITRATION PROCEDURE

It is mutually agreed and understood that in any Labor Agreement it becomes necessary to resort to some means of resolving disputes between the Parties. The Employer and the Union agree to adhere to the following procedure in order to seek resolution of the disputes in the most fair and equitable manner.

A grievance is defined as any dispute or difference of opinion arising between the Union or any of its members and the Employer or those authorized as its agents involving the interpretation, meaning, or application of this Agreement, the violation or alleged violation of this Agreement; the actions or failure to act on behalf of the terms of this Agreement. The time limits contained herein may be waived, extended, or contracted by mutual agreement of the Parties. A grievance may be withdrawn by the aggrieved party at any point in the procedure. The aggrieved party shall not be disciplined nor harmed in any sense for filing or withdrawing a grievance. A member of the bargaining unit shall be allowed time off without loss of pay to process grievances.

There shall be one (1) steward from each shift to assist with the grievance procedure. A steward shall be allowed time off without loss of pay to process grievances.

Step One:

A grievance must be filed at Step One within ten (10) calendar days of the occurrence of the alleged infraction or the date upon which discovery of its occurrence should reasonably have been made. Any grievance not filed in a timely manner shall be considered to have been waived.

The grievance will be reduced to writing and submitted to the Fire Chief or his designee by hand delivery. The Fire Chief will render a written response within seven (7) calendar days. If

the response is not satisfactory, it shall be submitted to the Labor Relations Committee within seven (7) calendar days. Said appeal will include a copy of the original grievance and the Fire Chief's written reply.

Step Two:

The Labor Relations Committee will consist of the Mayor and two (2) Councilmen, and, if possible, one (1) of whom shall have participated in the contract negotiations.

The committee will schedule a hearing within fifteen (15) business days to hear testimony and evidence from the principals in the grievance. The Committee will render its response in writing to the principals within five (5) business days of the conclusion of the hearing. If the grievance is not satisfactorily resolved, the dissatisfied principal will notify the Labor Relations Committee, in writing, within five (5) business days of its intent to proceed to arbitration.

Step Three:

Arbitration: The Employer and the Union shall request the Federal Mediation Conciliation Service to provide a panel of seven (7) arbitrators who are members of the National Arbitration Association and have business addresses in Illinois, Iowa, Wisconsin, Indiana, or Missouri. Both Employer and Union shall have the right to strike three (3) names from the panel. A coin flip shall determine the order of striking. The person who remains who shall be the arbitrator. Both the Union and the Employer shall have the right to strike one panel of seven (7) in its entirety. If either elects to so strike the entire panel, the parties shall jointly request a subsequent panel and the selection of the arbitrator shall proceed as herein set forth. The arbitrator shall be notified of his/her selection within fifteen (15) business days of receipt of the panel. The arbitrator shall be requested to issue his/her award within thirty (30) days after the conclusion of his/her hearing, which award shall be final and binding upon the parties.

The fees for arbitrator or tripartite neutral will be borne equally by the parties. Each party will be responsible for compensating its representatives and witnesses. Each party, for good cause, may request one continuance of the scheduled arbitration hearing, and the parties shall equally pay any continuance fee or non-appearance fee for the arbitrator provided, that the continuance is not caused by lack of preparation by the requesting party.

The cost of transcription will be borne by the party requesting it, unless required by the Arbitrator, in which event such costs shall be mutually borne.

The Arbitrator shall have no power to add to nor subtract from nor modify any of the terms of this agreement.

ARTICLE 7

SENIORITY

Definition

Seniority shall be determined by continuous service in the Fire Department calculated from the last date of employment. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the Eligibility List. Continuous service shall be broken only by resignation, discharge, or retirement.

PERSONNEL REDUCTION

Lay Off

In case of a personnel reduction, the Employee with the least seniority shall be laid off first. Employees who are on layoff will be recalled in inverse order of layoff. Employees on layoff in excess of three (3) years are expected to pass a physical examination similar to the entrance examination to show that they have the physical requirements to perform the duties of the position.

Recall

An Employee in layoff will be notified of recall by means of certified mail return receipt. An Employee on layoff is expected to keep the Employer informed of his current address. An Employee recalled from layoff is expected to notify the Chief of his intent to report for work and the projected date of his return. Failure to report for work on recall from layoff within fifteen (15) calendar days of notification of recall will be considered resignation and loss of seniority.

When there is an impending layoff with respect to members of the bargaining unit, the Employer shall inform the Union, in writing, no later than thirty (30) calendar days prior to such layoff. The Employer will provide the Union with the names of all Employees to be laid off in said notice.

Employee Status

The Employer shall maintain and post, upon request, a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in other cases as may be agreed upon by the Employer and the Union. The Employee may challenge his standing on the Seniority List through the Grievance Procedure within the time limits enumerated in the Grievance Procedure.

Promotions

Section 1 – General. Promotions to the rank of Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotion Act, effective August 4, 2003 (50 ILCS 742) (hereinafter the “Act” or “IFDPA”), and the rules and regulations of the Lincoln Fire and Police Commission (the “Commission”), as they may from time to time be amended, to the extent they are not inconsistent with the terms of this Article and the Act.

Section 2. The weights and components for the promotional tests for the term of the agreement shall be in accordance with the weights and components applied in the previous tests (i.e. Lieutenant’s May 2006 and Captain’s September 2005) unless the parties mutually agree otherwise. Upon agreement, such terms shall be incorporated into and made a part of this Article.

Section 3. The parties hereby waive the Monitoring required by Section 25 of the IFDPA.

Pursuant to Article 6 of the parties’ Collective Bargaining Agreement, the Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article shall have a right to file a grievance of the matter, subject to the following conditions:

a) The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test. Only such objective grievances shall be allowed under the parties’ grievance procedure contained in Article 6.

b) The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

c) In the event of grievance disputes arising under the terms of this Article, the parties adopt the definitions set forth in Section 5 of the IFDPA to facilitate resolution of any conflicts.

Section 4. Nothing in this agreement shall be construed as waiving either party's rights under the IFDPA beyond the term of this agreement. Any such waivers, as to permissive subjects of bargaining, shall lapse unless expressly continued under the terms of the successor agreement.

ARTICLE 8

LABOR MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of an equal number of Union and Employer representatives. Up to five (5) Union representatives and up to five (5) Employer representatives shall comprise the Labor Management Committee. The Committee shall meet on request of either party to discuss all matters of mutual concerns. The Committee shall have the authority to make recommendations to the Union and the Employer.

ARTICLE 9

RULES AND REGULATIONS

The Union agrees that its members shall comply with all fire department rules and regulations, including those relating to the conduct and work performance. A dispute or disagreement over the application of rules and regulations which affect working conditions and work performance shall be subject to the grievance procedure.

The Employer and the Employee agree that the rules of conduct for fire personnel are set forth in the policy manual of the Lincoln Fire Department commonly known as the "Red Book" (issued in 2015) and the Employees agree to conduct themselves in the manner set forth therein. The parties acknowledge that the "Red Book" is subject to revision by the Employer, and the Employer agrees that substantial revision of terms of employment shall be conducted with notice to the Union to determine the need for additional negotiation and collective bargaining.

ARTICLE 10

DISCIPLINE AND DISCHARGE

10.1 Just Cause

No employee shall be disciplined or discharged without just cause. Hearings on charges for removal, suspension and/or discharge shall be held exclusively pursuant to the terms of this Article, the provisions of the grievance/arbitration procedure (Article 6) of this Agreement and in accordance with Section 15.6 of the Illinois Labor Relations Act which are intended to supercede the provisions of the Board of Fire and Police Commissioners Act. Provided however, grievances over verbal and written reprimands are grievable only up to Step 2 and may not be processed to arbitration. Nothing herein shall be construed to limit the Union's right to decide not to process grievances of employees that are not meritorious pursuant to Section 6 of the Illinois Labor Relations Act.

10.2 Discipline

Disciplinary Action (including reprimands, suspensions of up to 30 calendar days and discharges) may be imposed by the Fire Chief or his designee. Disciplinary action shall include:

- 1) oral and written reprimand;
- 2) unpaid suspension; and
- 3) discharge.

The foregoing shall not preclude the Employer from imposing discipline based upon the severity of the offense and employee's work record.

Furthermore, the foregoing shall not preclude the Employer from demoting an employee for just cause in addition to the discipline set forth herein.

10.3 Pre-Disciplinary Meetings

Prior to imposing a suspension or termination, the Fire Chief or his designee shall notify the affected employee of the contemplated discipline and reasons therefore and afford the employee an opportunity to respond to the contemplated discipline and to present rebuttal and/or reasons for mitigation of the proposal penalty.

10.4

The Employer shall comply with the Firemen's Bill of Rights as set forth in 50 ILCS 745/1 et seq. as it may from time to time be amended.

ARTICLE 11

HOURS OF WORK/OVERTIME/MANNING/ETC.

11.1 HOURS OF WORK

The normal shifts scheduled for fire fighters whose principle assignment is fire suppression shall be twenty-four (24) consecutive hours of duty beginning at 7:00 a.m. followed by forty-eight (48) hours off-duty. The hours thus generated shall be reduced by scheduling a "Kelly Day" off-duty every eighteenth day to produce an average work week of 53.07 hours per week.

Fire investigators and employees whose principal assignment is fire prevention duties shall work a normal week of eight (8) hours per day beginning at 8:00 a.m. Monday through Friday to produce a work week of forty (40) hours excluding a daily one-hour meal period. Said personnel shall receive the same holidays as are granted to classified employees working in the Fire Department. The annual pay of fire fighters will not be reduced by reason of the fact that they do not work on such holidays. Said scheduling will occur "as needed" and at the discretion of the Chief but shall not occur, unless warranted by unforeseen circumstances, without at least seven (7) days' notice. "Kelly Days" shall not accrue for the time said employee is on a work week in excess of 53.07 hours.

A "Kelly Day" is defined as a legal shift off, with pay, which has been earned previously due to the work schedule.

A member of the bargaining unit who does not receive his "Kelly Day" because of job related absences such as job related court leave, jury duty, or court authorized educational leave shall have the opportunity to receive the "Kelly Day" at a later date.

11.2 FLSA WORK CYCLE

The City shall establish an FLSA work cycle for each Employee covered by this Agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the twenty-seventh day of the cycle. Each Employee's work cycle shall be established so that the

Employees "Kelly Day" (eighteenth shift) falls on the shift starting at 7:00 a.m. on the twenty-seventh day of his or her work cycle and ends at 7:00 a.m. on the first day of the succeeding work cycle.

11.3 TRADES

"Kelly Days" may be traded between employees assigned to the same shift according to the same procedures currently utilized for trading duty time. Such trades are voluntary between Employees and shall be paid back so that no FLSA liability for the City is created. This section is interpreted by the parties to permit trading the "Kelly Days" between Employees of different ranks assigned to the same shift.

The Employer will post said schedule in a convenient location that is accessible to Employees on a timely basis which will cover the normal requirements on each shift.

11.4 OVERTIME AND CALL

To determine the Employee's base hourly rate of pay for purposes of overtime, the total annual salary, including base salary and longevity pay, and certification pay to which an Employee is entitled, shall be divided by the regularly scheduled annual hours of work. For Employees whose principle assignment is fire suppression, the annual hours worked is 2,760. For Employees whose principal assignment is fire prevention or inspection, the annual hours worked is 2,080. When an Employee works outside his or her regularly scheduled duty shift and the actual time worked is not contiguous with the Employee's regularly scheduled duty shift, the Employee shall receive a minimum of two (2) hours pay at a rate of one and one-half (1 1/2) times the Employee's hourly rate of pay. This applies even if the actual hours worked is less than two (2) hours. If the Employee's actual overtime worked is contiguous with his/her regularly scheduled duty shift, the Employee shall be paid for the actual time worked at a rate of one and one-half (1 1/2) times his/her hourly rate of pay. All overtime payments shall be based on fifteen minute increments.

All recalls shall be distributed and rotated equally among Employees by seniority. The Employer agrees to maintain a log to show the time of call. If a man is not working due to sickness, vacations, schooling, or "Kelly Day", he will not lose his call back time for overtime.

11.5 BENEFIT CONVERSION

Officers who are reassigned to a forty (40) hour work week schedule or assigned from such a schedule, shall have their accumulated personal leave, vacation leave, sick leave, and compensatory time hours mathematically converted so that no benefits are lost as a result of change in shifts. Hourly compensation will be recomputed so as to not result in any loss of pay from projected annual compensation.

11.6 COMPENSATORY TIME

Compensatory time off in lieu of immediate overtime pay in cash will be calculated at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. The Chief will maintain a time log, which log will reflect the accumulation of compensatory time for each Employee. Such log will, in addition, reflect the used compensatory time by the Employee.

Utilization of compensatory time at the request of the Employee will not be unreasonably denied if operational requirements are not adversely affected but shall be subject to Employer approval and based on reasonable operational considerations.

The maximum annual compensatory time which may be accrued by an Employee shall be four hundred eighty (480) hours which is based on not more than three hundred twenty (320) hours of actual overtime hours worked. An Employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work.

Payment for accrued compensatory time upon termination of employment shall be calculated at the average regular rate of pay for the final five (5) years of work.

11.7 WORKING OUT OF CLASSIFICATION

Any Lieutenant or Captain who is required to accept responsibilities and carry out duties of a Shift Commander, shall be paid at the rate for that position or rank if he does so for six (6) consecutive work shifts. Consecutive days shall not be interrupted by a vacation day, Kelly day, sick day, or compassionate time if the Employee immediately returns to the position or rank above that which he normally holds after such day off.

Any firefighter who is required by the Chief or officer-in-charge to accept responsibilities and carry out the duties of a company officer during any calendar year shall be paid a lump sum

payment of \$250.00 (less applicable taxes and withholdings) at the end of said calendar year for accepting said assignment. Only firefighters on the Lieutenant's promotional list or, if no such firefighter is on-duty, the most senior firefighter on-duty, may be so assigned.

11.8 MINIMUM MANNING

The Employer currently has a schedule wherein the Employees work twenty-four (24) hours on duty and forty-eight (48) hours off. It is agreed that, under this schedule, a minimum of three (3) firefighters and one (1) officer will be available for response to alarms.

11.9 An officer is defined as any Assistant Chief, Captain, or Lieutenant whose primary duty is to supervise a 24 hour shift as that shift's senior officer.

11.10 On those occasions wherein an Assistant Chief, Captain, or Lieutenant is not present, the overtime duty roster will be followed and the next officer entitled to overtime on said roster will be contacted regarding the call in to fill the vacancy.

11.11 The intent of the paragraph on Minimum Manning is not to have coverage on a minute to minute basis. As an example, when employees are called for an emergency and leave the station, replacement of said personnel is not necessary under this Article and paragraph. This is also applicable when employees are performing public relations duties.

City firefighters called on an emergency must notify their officer in charge as to the nature of the call and to their availability.

It is understood that no definitive guidelines can be developed and that cooperation of the parties is important. A simple rule of thumb is that if the time is expected to exceed one (1) hour, a replacement should be called immediately. If the time is expected to be up to one (1) hour, a replacement need not be called.

In addition, since the start of the shift is 7:00 a.m., the status as to manning should be viewed as the status at the start of the shift.

11.12 Shift exchanges have occurred in the past between employees. Such exchanges generally do not create a problem. They are allowable provided the officers in charge of the shift(s) are informed prior to the exchange.

11.13 The discussions during the negotiations in the paragraph "Minimum Manning" revolved about the staffing of a shift solely. As a result, application of said paragraph was not intended to

modify any other paragraph in the Labor Agreement or to modify any practice. Hence, its application is limited to the staffing of a shift exclusively.

11.14 EMT Certification. All employees covered by this Agreement are expected to obtain and maintain their EMT certification throughout their employment with the City, as long as the City continues to extend employees the opportunity to attend necessary certification and re-certification classes. The Chief shall be responsible for verifying training records with the Illinois Department of Public Health (IDPH).

ARTICLE 12

SALARIES/LONGEVITY/PROBATIONARY PERIOD

All members of the bargaining unit shall be paid on the following basis:

12.1

BASE SALARY

- A. Base Salary for the period 5/1/2019 to 4/30/2020 shall be \$4,761.37 per month. [2.5%]
- B. Base Salary for the period 5/1/2020 to 4/30/2021 shall be \$4,892.31 per month. [2.75%]
- C. Base Salary for the period 5/1/2021 to 4/30/2022 shall be \$5,039.08 per month. [3.0%]

12.2

LONGEVITY

In addition to Base Salary, Monthly Longevity Pay shall be as follows for each full year of completed service:

<u>Length of Service</u>	<u>Longevity Increase</u>
2 years	2.50% of Base Salary
4 years	4.00% of Base Salary
6 years	6.00% of Base Salary
8 years	8.00% of Base Salary
10 years	10.00% of Base Salary
12 years	11.00% of Base Salary
14 years	12.00% of Base Salary
16 years	13.00% of Base Salary
18 years	14.00% of Base Salary
20 years	15.00% of Base Salary
22 years	16.00% of Base Salary
24 years	17.00% of Base Salary
26 years	18.00% of Base Salary
28 years	19.00% of Base Salary

12.3

OTHER

In addition to base and longevity, the monthly rank pay scale shall be:

Title	Rank Pay (% of Base Salary)	5/1/18-4/30/19
EMT	2%	
Lieutenant	5.75%	
Inspector	5.75%	
Captain	7.75%	

NEW EMPLOYEES

A new Employee shall have a base salary of \$3,757.54 per month.

A new Employee shall receive a pay increase of \$81.79 per month after the first year on the job.

After a new Employee has been on the job two (2) years, he shall be entitled to full base salary and longevity as set forth above.

12.4

PROBATIONARY PERIOD

A new Employee shall be considered a probationary employee for one (1) year from the date of his employment except in those instances wherein an Employee cannot take the Fire Fighter II State test during the probationary period. During this period, the Employee's employment is at the sole discretion of the Employer. New Employees will receive their incentive after their probationary period.

12.5

COMPENSATION AT RESIGNATION, DISMISSAL,

RETIREMENT, LAYOFF, OR DEATH

Any Employee who resigns, retires, is dismissed, or is laid off is eligible and shall be compensated accordingly for his accumulated overtime, compensatory time, holiday time, and vacation time, including pro-rata pay for the current year at his current rate of pay subject to two

(2) week notification. In the event of Employee death, the Employee's beneficiary will be entitled to compensation as shown above, including sick days.

ARTICLE 13

VACATION LEAVE

Each Employee shall be eligible for vacation with pay after his first year of employment.

Employees shall earn vacation allowance as of their first date of employment.

Vacation shall be earned annually based on the following schedule:

After 1 year	3 work shifts
After 2 years	6 work shifts
After 5 years	7 work shifts
After 8 years	8 work shifts
After 10 years	9 work shifts
After 13 years	10 work shifts
After 15 years	11 work shifts
After 18 years	12 work shifts
After 20 years	13 work shifts
After 22 years	14 work shifts
After 24 years	15 work shifts
After 26 years	16 work shifts
After 28 years	17 work shifts

Priority as to said vacation, holiday, or school days, will be assigned as follows:

- (A) Vacation or holidays will have priority if said vacation and/or holidays are scheduled with sufficient advance notice for the City to be able to cancel a scheduled school or conference to obtain a full refund for any expenses related to that school or conference.
- (B) Any employee requesting a vacation day or holiday that results in the cancellation of a school or conference must use that day as a vacation day or holiday and will not be entitled to cancel that day. Any employee requesting a vacation day or holiday that results in the cancellation of a school or conference must have made such request at least three (3) work shifts prior to the requested vacation day or holiday.
- (C) If an employee has a day listed for a school or conference and no other employee requests a vacation day or holiday as per (B) above, then the employee with the scheduled school or conference will not be charged with vacation time. If an employee has scheduled a school or conference and another employee requests a vacation day or holiday as per (B) above, then the

employee scheduled with a school or conference may choose to take said day as a vacation day and keep priority of scheduling.

(D) The above criteria do not apply when new Employees are required to attend Fire Fighter II Academy or E.M.S. classes. Employees are defined as Assistant Chiefs, Captains, Lieutenants, Inspectors, and Fire Fighters.

City Fire Fighters (Employees) will determine their vacation time based on seniority. Each Employee will be entitled to their vacation choice based on three (3) shift days. This process will be repeated until all City Fire Fighters (Employees) have exhausted their vacation and holiday entitlements.

ARTICLE 14

HOLIDAYS

Holidays will pro-rated for new Employees beginning with the Employees first day of service. Such Holidays shall be taken prior to December 31st of that year. Beginning January 1st, following employment, bargaining unit members shall have five (5) Holidays per year to be taken at the Employees discretion. The use of holiday time may not lower manpower below the minimum shift requirements established by Section 11.8.

ARTICLE 15

SICK LEAVE

Employees shall be entitled to twelve (12) work shifts for sick leave per calendar year. The maximum allowable accumulation of work shifts is sixty (60).

Sick leave is to be used in the event of a serious illness or non-work connected injury. Sick leave may be used in eight (8) hour increments (the 1st, 2nd or 3rd portion of a shift). The Chief may force an employee to holdover or come into work if no employee volunteers for overtime created as a result of sick leave.

Employees may use vacation or duty trades for illnesses or injuries of the employee's spouse or child that require the employee's presence, subject to the other provisions of this Agreement.

The parties recognize that the abuse of sick leave interferes with the Department's productivity, is unfair to the majority of the bargaining unit employees with good attendance

records and that service to citizens requires a minimum complement of staff to be present to respond to emergencies. To provide a reasonable degree of assurance that sick leave is not abused, the parties agree that:

(1) Employees must notify the Officer on duty that they will be on sick leave by 6:30 a.m. the day of their regularly scheduled tour of duty. If an employee becomes ill during a shift and needs sick leave for the first, second or third (eight (8) hour) portion of a shift, the employee must provide as much notice as possible of the need for sick leave.

(2) In the event that the absence for which leave is requested is two (2) consecutive shift periods (of the Employee), the employee develops a pattern of sick leave usage, the employee has four or more occurrences (i.e., eight (8) hour increments, full day, or a consecutive day increments) in a 12 month period and/or four or more occurrences in which sick days are scheduled in a pattern of usage before or after vacations, Kelly days and/or holidays, the Employee must submit documentation from his physician attesting to the necessity of the Employee being absent from work due to personal illness or personal injury.

(3) If an Employee is off work due to a duty injury or extended sick leave in excess of (2) above for non-duty illness or off-the-job injury or disability, that Employee must submit written medical documentation from his physician as to the expected duration of the leave, the cause of the leave, and the expected date of return to work. Such documentation is to be submitted to the Chief or his designee. If additional time off is required for recovery which exceeds the original projected date of return, additional documentation from the Employee's physician must be submitted to the Chief (or his designee) prior to the original date of return.

(4) In the event that the absence under this Article exceeds two (2) consecutive shift periods (of the Employee), the City has the right to require the Employee to submit to physical examination by a physician of the City's choosing to be paid by the City. Said examination is granted so that the City can confirm (1) the illness, injury, or disability of an Employee and/or (2) the Employee's ability to return to active duty after a period of illness, injury, or disability.

(5) In the event that the absence for an illness, injury, or disability exceeds two (2) consecutive shift periods, the City has the right to require the Employee to submit to a physical examination as outlined in subparagraph (4) of this Article to confirm the illness, injury, or

disability of the Employee. If the City's physician confirms the illness, injury, or disability of the Employee, then the Employee will remain on Sick leave under the direction of the Employee's personal physician. If the City's physician determines that the Employee does not suffer from the reported illness, injury, or disability, then the Employee and the City will follow the procedure outlined in subparagraph (7) of this Article.

(6) In the event that the absence for an illness, injury, or disability exceeds two (2) consecutive shift periods, the City has the right to require the Employee to submit to a physical examination prior to the Employee's return to active duty as outlined in subparagraph (4) of this Article to determine whether the Employee is able to return to full active duty. If the City's physician concurs with the Employee's personal physician's determination that the Employee is able to return to active duty, then the Employee will return to work based upon the prognosis. If the City's physician determines that the Employee is not able to return to active duty due to the illness, injury, or disability, then the Employee and the City will follow the procedure outlined in subparagraph (7) of this Article.

(7) In the event that there exists a disagreement or discrepancy between the Employee's personal physician and the City's physician as to the physical health of the Employee, then the Employee shall submit to a physical examination to be conducted by a third physician mutually agreed upon by the Union and the City. If the determination of the third physician is consistent with the Employee's physician, then the Employee and the City will abide by the prognosis and/or recommendation of the Employee's personal physician. If the determination of the third physician is consistent with the determination of the City's physician, then the Employee and the City will abide by the prognosis and/or recommendations of the City's physician.

(8) In the event that an Employee is required to submit to a physical examination by the City's physician or by a third physician, all determinations made by the City's physician and of the third physician regarding an Employee's ability to return to work will be based upon the following description of duties. The third physician shall be Board certified in the specialty area relating to the condition as to which the dispute exists. The use of the following descriptions of

duties is to be limited only to the examination of an Employee by the City's physician or a third physician under this Article.

Firefighters assist in the control and extinguishment of fires, in providing pre-hospital emergency medical care, provide rescue in confined spaces and trench collapses, and in the enforcement of laws, ordinances, rules, and regulations regarding the prevention, control, and extinguishment of fires, as well as perform Fire Safety Education activities and related work.

Some of the physical activities performed by the Firefighters and environmental conditions experienced are: wearing protective clothing such as bunker gear, helmet, boots, and breathing apparatus (weight of protective clothing is approximately 50 lbs.); crawling, crouching, and standing, often for prolonged periods, while extinguishing fires, driving fire apparatus, climbing stairs, ladders, and fire escapes; raising portable ladders; using forcible entry tools such as axes, sledge hammers, power saws, and hydraulic tools; searching for victims in smoke-filled hostile environments; carrying or dragging victims from dangerous locations; connecting, stretching, and operating hose lines; locating hidden fire; providing medical assistance to injured or ill citizens; provide control and mitigation of hazardous materials incidents while wearing chemical protective clothing. All of the above physical activities must be performed regardless of time of day or weather conditions.

An Employee who abuses sick leave shall be subject to discipline up to and including discharge, which matter is subject to the grievances procedure.

ARTICLE 16

COMPASSIONATE LEAVE

An Employee shall be allowed two (2) work shifts off with pay, per incident, in the event of the death of the Employees spouse or child.

An Employee shall be allowed one (1) work shift off with pay, per incident, in the event of the death of the Employees parent, sister, brother, grandparents, grandchildren, mother-in-law, or father-in-law.

An Employee shall be allowed one (1) work shift off with pay, per incident, in the event of the hospitalization of the Employees spouse, children (including foster children), or parents for surgery, serious illness, or injury.

An Employee shall be allowed one (1) work shift off with pay, per incident, for needs directly related to the adoption of a child.

ARTICLE 17

COURT LEAVE

The Employer shall grant leave with pay to an Employee for the period of time he is required to appear before the court, judge, justice, magistrate, or coroner as a plaintiff, defendant, or witness in Fire Department matters.

ARTICLE 18

MILITARY LEAVE

Any Employee who is a member of a reserve force of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or of the State of Illinois, shall be granted Leave of Absence during the period of such activity. If the Employee was a member of a reserve force of the United States or of the State of Illinois prior to his employment with the City, then the Employee shall be entitled to leave of absence at his regular rate of pay for the duration of the absence. If the Employee joined the Reserve Force of the United States or of the State of Illinois subsequent to his employment with the City, then said Leave of Absence shall be an unpaid leave of absence during the period of such activity.

If the Leave of Absence is unpaid under the terms described above, said unpaid leave shall not reduce the Employees seniority status, vacation, sick leave, or other benefits. If the Employee is to receive his full pay under this Article as outlined above, the Employee shall endorse his military reserve check for the period of such activity and remit it to the City.

ARTICLE 19

JURY DUTY

An Employee required to be available for jury selection or service shall receive his regular daily wage for each day which he would have worked but for such jury participation. However, the Employer shall be entitled to any compensation he should receive other than his regularly

scheduled work from the entity requiring his jury participation for the day that he would have worked.

Any Employee who is available for jury participation in Logan County, but does not have to sit on a panel, shall report to work at the firehouse within two (2) hours of his release from the jury. If said Employee is chosen on a jury but is not sequestered, he shall report to the firehouse in his scheduled work day within two (2) hours of his release from the jury duty. However, any individual required to serve on a jury not located in Logan County shall be relieved of any duty at the fire station for any days that he is on jury duty.

ARTICLE 20

MATERNITY LEAVE

An Employee who becomes pregnant shall be granted a leave of absence without pay upon presentation of the Employees physician attesting to the need for such leave, the projected date of birth, and the projected date of return to work. The maximum leave granted under the terms of this Article shall be twenty-six (26) weeks. The leave may be extended for a maximum of twenty-six (26) weeks by mutual agreement of the Parties. The Employee shall continue to accumulate seniority and shall be entitled to medical benefits as prescribed by the Agreement during the period of her leave.

An Employee who becomes pregnant, if she so requests, with the advice of her physician, may be temporarily transferred to a less strenuous or hazardous position for the duration of her pregnancy where the transfer can be reasonably accommodated. This section should be read consistently with 775 ILCS 5/2-102(H) and shall not be interpreted contrary thereto.

ARTICLE 21

JOB RELATED MEDICAL LEAVE OF ABSENCE

21.1

An Employee unable to work due to a job-related disabling condition shall be entitled to a leave of absence at his regular rate of pay for the duration of the time for which he is medically certified as being unable to work by Workers Compensation.

During such leave of absence, the Employer will maintain regular payments into medical and pension plans to ensure continued coverage for the Employee and dependents. Seniority, vacation benefits, and pension credits shall be given for the time spent on such leave of absence.

Inasmuch as the Employee is to receive his full pay under this Article, the Employee shall endorse his Workers Compensation check for Temporary Total Disability and remit it to the City. The Employee is entitled to retain any form of disability settlement. Vacation and sick leave benefits shall accrue for a maximum of twelve (12) months of such disability leave of absence.

If an employee is on sick leave and it is determined by a physician that said employee will be unable to return to work within an amount of time equivalent to his remaining unused sick leave, said employee must immediately apply for disability benefits and cooperate fully in the pension board process if he is eligible for such benefits. If granted, sick leave payments will be stopped at the time of the award of the pension or exhaustion of said sick leave. If disability is awarded by the pension board, any unused remaining sick leave will be credited to the employee if and when he returns to duty.

If an employee is off work due to a duty-related illness or injury and it is determined by a physician that said employee will be unable to return to work within one (1) year in relationship to that illness or injury, said employee must immediately apply for disability benefits and cooperate in the pension board process if he is eligible for such benefits. If granted, payment for such work-related injury will be stopped after the expiration of the employee's twelve (12) months' PEDAs as provided under the Act, one (1) year in relationship to the illness or injury. However, the employee shall not be paid both under PEDAs and a pension. If disability is granted, the employee may retain his remaining sick leave and be credited therewith if and when he returns to duty.

Any vacancies created upon the retirement of any employee pursuant to this section shall be filled from the promotion or eligibility rosters, as applicable, within thirty (30) days from the employee's removal from the Fire Department payroll, if there is a promotional or eligibility register posted. If there is not such a register posted, the vacancy shall be filled within thirty (30) days after the posting of such register. The Fire and Police Commission shall commence testing

procedures no later than one hundred eighty (180) days prior to the date such list expires in a good faith attempt to ensure that a new list is in effect when the existing list expires.

ARTICLE 22

HEALTH, DENTAL, AND LIFE INSURANCE BENEFITS

22.1

The Employer presently makes available basic hospitalization and dental insurance for the Employees. Effective May 1, 2015, the City will pay ninety-two and a half percent (92.5%) of the cost of the Employee-only health insurance premium. The employee will pay seven and one-half percent (7.5%) of the applicable Employee only premium. Effective May 1, 2016, the City will pay ninety percent (90%) of the cost of the Employee-only health insurance premium. The employee will pay ten percent (10%) of the applicable Employee only premium.

If an employee elects the high deductible plan, beginning May 1, 2015, the City will contribute an additional five dollars (\$5) per month toward the employee's HSA account totaling one hundred five dollars (\$105) per month. Effective May 1, 2016 the City will contribute an additional five dollars (\$5) per month toward the employee's HSA account totaling one hundred ten dollars (\$110) per month.

Any additional payment for Employee coverage, the Family Plan, or beyond the basic plan for the individual Employee shall be deducted from the Employee's pay.

22.2

The Employer shall retain the right to make changes in benefits, carriers and/or policies provided benefits remain substantially the same, except as provided below and as to the high deductible plan (HD) which the parties agree will continue to include a \$1,500 deductible unless the parties mutually agree otherwise. Should the Employer find it necessary, due to financial reason, to make adjustment in benefit coverages or to change insurance carriers, during the term of this Agreement, the Employer shall give sixty (60) days prior written notice to the Union before any such adjustments are implemented. Representatives of the Union and Employer shall then meet as soon as practical to negotiate the proposed change. If an understanding is not reached with respect to the proposed changes within thirty (30) days of the initial meeting between the Parties, the matter shall be submitted to arbitration pursuant to step 3 of Article XIX (19) of this

Agreement. (The time limits incorporated with Article XIX (19) may be waived or extended by mutual agreement of the Parties in this instance).

22.3

The parties further agree that the increased contributions by the Employer provided in Section 1 of this Article for Employee health insurance costs shall be subject to such payments also being made by other City employees. In the event that any other Employee group(s) is provided health insurance benefits by the City at a lower cost to the Employee during the term of this Agreement, the cost to employees covered by this Agreement shall be reduced to match cost if any, of such other employer group, effective the date the lower cost is effective for the other employer group.

22.4

There shall be a health insurance committee composed of an equal number of management and elected officials and employee representatives for each of the employee groups. The committee will be provided reasonable notice of changes in carriers and benefits; may promptly hold meetings to review proposed modifications to the health insurance plan benefits; make recommendations for change in order to reduce or mitigate any increase in health insurance premiums prior to the effective date of the change in benefits; and may recommend and review the solicitation of competitive bids. The City Council shall make the final decision on carriers and benefits.

22.5

For the term of this contract, the City shall make payments of fifty percent (50%) of the Employee-only portion of health insurance for newly retired Union members if said member is fifty-five (55) years of age and has twenty (20) years' service with the Department prior to retirement. Any member who had twenty (20) years of service but has not attained the age of fifty-five (55) upon retirement shall pay the health insurance premium until said member attains the age of fifty-five (55). Once said member has remained on the plan until the age of fifty-five (55) and has had twenty (20) years with the Department, then the City shall pay fifty percent (50%) of the cost of health insurance for said member. This shall only apply to members retiring after May 1, 1989. Said retiree insurance shall be subject to the same terms, conditions and

adjustments in benefits and coverage as set forth above. Once a retiree becomes medicare-eligible, the City may provide insurance as a medicare supplement to those employees who are eligible in lieu of the above-referenced plan(s). The City agrees to pay fifty percent (50%) of the medicare supplement for those eligible employees as outlined above.

22.6 DENTAL INSURANCE

The Employer shall pay one hundred percent (100%) of the costs of the premium for the Dental Insurance which shall include preventative treatment for the dependents and 80/20 on Employees (everything except for orthodontics).

22.7 LIFE INSURANCE

All employees shall receive coverage on term life insurance in the amount of Ten Thousand Dollars (\$10,000.00) with the right of the Employee to designate the beneficiary.

The Employer shall pay up to Fifteen Thousand Dollars (\$15,000.00) for funeral expenses for the Employee due to the Employees death in the line of duty.

ARTICLE 23

TURNOUT GEAR

The Employer shall provide the following turnout gear, but not necessarily limited to (at the time of purchase subject to National Fire Protection Association and Occupational Safety and Health Administration):

- A. Helmet
- B. Protective Goggles and Shield
- C. Hood (Nomex or equivalent)
- D. S.C.B.A. mask
- E. Bunker Boots with steel shank
- F. Bunker Pants with liner and suspenders (Nomex or equivalent)
- G. Work Gloves
- H. Flashlight
- I. Spanner Wrench
- J. Turnout Coat
- K. Safety Vest
- L. Safety Glasses

ARTICLE 24

MILEAGE ALLOWANCE

Any member of the bargaining unit required to respond to a call outside the city limits of the City of Lincoln using his personal vehicle will be paid at the IRS rate then in effect per mile from his residence to the scene and back.

An Employee will not use his personal vehicle to answer any alarm assignment while the Employee is on his regularly assigned shift.

ARTICLE 25

EDUCATION

In an attempt to be fair and equitable to the entire Unit, the following procedure is implemented:

A. All requests to attend conferences, seminars, briefing sessions, other functions of a similar nature, or requests to attend college credit schooling must be submitted to the Chief prior to a commitment by the Employee to attend said function.

B. The Chief will approve such requests based upon the following criteria:

- a. The number of such requests an Employee has made in the past;
- b. The number of such functions the Employee has attended in the past;
- c. The availability of manpower (the Department does not wish to unduly add to overtime payment as a result of said approval);
- d. The amount of money available for this purpose.

C. The concept is to spread, or make available, the opportunities afforded by use of this benefit to as many Employees as possible. Consequently, the Employee who has used the benefit the least will be considered first with all other factors being equal.

If the Chief authorizes, after the procedures above have been followed, Employees shall be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain, or upgrade the individuals certifications, skills, and professional ability.

The Employer shall pay any costs incurred for books, fees, tuition, and lodging while the Employee is attending Fire Department related schools. If the Employee is required to use a personal vehicle, he shall be compensated at the I.R.S. rate then in effect.

The Employer will assist the Employee desiring a Fire Suppression Degree in the following manner:

College Course Reimbursement

- A. Employee must obtain approval of the Chief.
- B. Employee must attend an accredited college which provides a degree upon graduation in pursuit of an Associate's or Bachelor's Degree in a Fire Science or Public Administration area of concentration.
- C. Reimbursement will be for tuition and books.
- D. Employee is to present grades and receipts upon completion of each course.
- E. Basis of reimbursement will be:

Grade A	100%
Grade B	75%
Grade C	50%

In courses where grading is based on pass/fail, reimbursement shall only be 50% for a passing grade.

The Employer will allocate Two Thousand Dollars (\$2,000.00) per year, in total, for the Department for this purpose.

ARTICLE 26

PERSONAL PROPERTY ALLOWANCE

Any civilian clothing, prescription glasses, contacts, or other personal items damaged, lost, or stolen while on Fire Department business shall be replaced by the Employer on the following basis:

Prescription Glasses, Contacts, and Wedding Rings--100% of cost not to exceed Five Hundred (\$500.00) Dollars

Personal Items:

Up to one year old--100% of cost not to exceed Five Hundred Dollars (\$500.00) per item

One year to five years old--60% of cost not to exceed Three Hundred Dollars (\$300.00) per item
Over five years old--30% of cost not to exceed One Hundred Fifty Dollars (\$150.00) per item

It is understood that the person claiming said loss will have to present adequate documentation to satisfactorily justify the claim.

ARTICLE 27

NO STRIKE

27.1 NO STRIKE COMMITMENT

Neither the Union nor any Employee will call, initiate, authorize, participate in, encourage, or ratify any work stoppage or the concerted interference with the full and proper performance of the duties of employment with the Employer during the term of this Agreement. In this regard, neither the Union nor any Employee shall refuse to cross any picket line, by whomever established.

27.2 RESUMPTION OF OPERATIONS

In the event of action prohibited by Section 27.1 above, the Union immediately shall disavow such action and request the Employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirement of this Section.

27.3 UNION LIABILITY

Upon failure of the Union to comply with the provisions of Section 27.2 above, any agent or official of the Union who is an Employee covered by this Agreement may be subject to the provisions of Section 27.4 below.

27.4 DISCIPLINE OF STRIKERS

Any Employee who violates the provisions of Section 27.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any Employee who participates in action prohibited by Section 27.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of this grievance procedure, except that

the issue of whether an Employee has, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

27.5 LOCK OUT

The Employer agrees that it shall not lock any Employee in the bargaining unit as a result of labor dispute.

ARTICLE 28

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer reserves and retains all of the rights, functions, and prerogatives of Management, which the Employer had prior to entering into this Agreement. It is distinctly understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair or limit in any way the Employer's right in its sole discretion and judgment to determine matters of inherent managerial policy, the functions of the Employer, its mission including nature, extent and standard of service offered to the public, its overall and department budget, the organizational structure and selection of new employees in accordance with State Statute, examination techniques in accordance with the Fire Department Promotion Act, 50 ILCS 742, and to direct or reassign the working force or any individual therein, to plan, direct, control and determine the budget, operations and service to be conducted in or at the City or by the employees of the Employer; to meet and confer with employees directly, either individually or collectively so long as it is in compliance with State law; to schedule, assign, and transfer employees; to hire, promote; to lay off employees due to lack of work, shortage of budgeted funds, or other legitimate reason; to determine the number and types of employees in compliance with The Fire Fighter Substitute Bill, 70 ILCS 705/16,06; rank structure and numbers of employees and type of employees in each rank; manning requirements per shift, station, and apparatus; in accordance with Article 11 to discharge employees with just cause in compliance with the Fireman's Disciplinary Act, 50 ILCS 745 and this Agreement; to make and enforce rules and regulations; to supervise and direct the working forces; to establish the qualifications for employment and to employ Employees; to schedule and assign work; to transfer and reassign Employees; to establish specialty positions; to establish work and productivity standards and, from time to time, to

change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; or make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for Employees; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign Employees to training; to determine equipment to be used and uniforms to be worn; to determine work hours, shifts and shift hours; to establish work, productivity training and fitness standards from time to time; to maintain and improve efficiency of governmental operations; to determine the methods, means and personnel by which City operations are to be conducted or provided for; to change, relocate, modify or eliminate existing methods, equipment, uniforms or facilities; to do all things expressly granted and reserved to the City under Illinois statutes to take any and all actions as may be necessary to carry out the mission of the City of Lincoln.

Probationary employees may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the Employer, and neither the reason nor the disciplinary action, discharge, lay off or dismissal may be the subject of a grievance.

In disasters, tornado conditions, floods or other catastrophes, the provisions of this Agreement may be suspended by a two-thirds vote of the City Council, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

The Employer retains all rights to take any action mandated by State law and nothing in this Agreement shall prohibit such action. The Employer further retains and reserves all of its rights to perform its management responsibilities and to take any action to carry out those responsibilities unless clearly and expressly prohibited by this Agreement.

ARTICLE 29

PRODUCTIVITY

The Employer and the Union agree to cooperate together to promote the productive use of manpower and equipment to best secure for the citizens of the City of Lincoln the maximum productivity for their tax dollar.

ARTICLE 30

CONTRACTING OUT

A. In the normal course of operations, the Employer shall not contract out work performed by qualified Lincoln City Firemen if there are qualified Employees at work or on layoff who can perform the work in question.

Qualified personnel shall consist of persons who hold certificates of appointment to the Fire Department from a valid register of eligibles established by the City of Lincoln Fire and Police Commission. Effective June 1, 2008 and thereafter, in accordance with 65 ILCS 5/10-2.1-4, the Employer shall not assign part time or paid on call fire fighters employed by the City to perform services or duties currently performed by qualified Employees of the City.

B. The foregoing does not preclude the Employer from exploring the possibility of implementing one form or another of Fire Department "privatization." However, in the event that the Employer's explorations reach a point of serious consideration, prior to reaching any final decision or executing any agreement with any private contractor or public entity, the City shall give notice to Local 3092 and its members of any such proposed plan under serious consideration and upon request, negotiate in good faith concerning the proposed plan, any alternative offered by the Union, and the effects upon the members of Local 3092 of any proposed plan.

If an impasse is reached in such negotiations, either party shall have the right to institute interest arbitration to resolve the impasse. Such arbitration shall be conducted in accordance with the procedures of Section 14 of IPLRA, except that the neutral arbitrator shall be selected from a panel limited to members of the National Academy of Arbitrators.

C. All off-duty firefighters shall be called/paged when automatic aid or mutual responses are activated automatically for other departments for the following type of incidents: Structure fires, smoke or odors of smoke in occupied structures, and motor vehicle accidents with injuries and entrapment. Off-duty firefighters will also be called for incidents in which manpower in addition to the capacity of the LFD on-duty shift is needed.

The parties agree that off-duty personnel need not be called out for automatic alarms from commercial structures and vehicle fires unless the LFD officer in charge is on the scene and

determines that significant conditions, such as those described above that activate an automatic aid response, exist. Provided that, in no event, once LFD personnel have arrived on the scene shall automatic or mutual aid personnel displace LFD personnel from performing work at the scene (e.g. checking breaker and alarm panels, air handler and/or clearing the premises for smoke or hazards).

Conversely, the LFD officer in charge may terminate the call-back if, after arriving at the scene or before, he determines that conditions do not warrant the additional personnel.

For other calls that occur in the normal course of operations within the City limits of Lincoln, the appropriate apparatus shall respond and off-duty LFD employees need not be called unless conditions at the scene are determined by the LFD officer in charge to warrant such action.

When the on duty crew will be engaged at the scene for a time in excess of sixty (60) minutes, the LFD officer in charge should request off-duty LFD employees to ensure that the station is staffed to provide adequate coverage for the City only to the extent of manpower necessary to staff the station.

D. The City of Lincoln is not responsible for errors in judgment made by dispatchers allocating said calls and responses to 9-1-1.

E. So long as such personnel responses are limited to the activation criteria specified herein and are used as supplemental personnel, they shall not be construed as "substitutes" as described in 65 ILCS 5/10-2.1-4.

ARTICLE 31

EMPLOYEE PERFORMANCE EVALUATION

Annual performance reviews are a key component of employee development. The performance review is intended to be a fair and balanced assessment of an employee's performance. (LFD Guideline 1.8 5/9/2011) The Union, and the Employer agree that guidelines are essential. As a result, qualifications of an Employee are defined as ability, skills, experience, and job performance.

Development of a performance evaluation system will be the responsibility of the Fire Chief with input from Assistant Chiefs, and City Administrator. The City Council will be responsible for reviewing and approving a performance evaluation system. Any performance

evaluation form will involve factors based on qualifications which will include, but not be limited to, job understanding, job performance, job productivity, dependability, and cooperation.

The Employee will be reviewed privately by all Assistant Chiefs on an annual basis in June. The completed form will then be reviewed by the Chief.

An Employee may file a grievance if he disagrees with the evaluation.

ARTICLE 32

DRUG AND ALCOHOL TESTING

32.1 GENERAL POLICY REGARDING DRUGS AND ALCOHOL

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

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

32.2 DEFINITIONS

A. "Drugs" shall mean any controlled substance listed in 720 ILCS 570/201 et seq. of the Compiled Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory, or coordination.

A listing of drugs covered by this policy are:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate

Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

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

C. "Positive Test Results" shall mean a positive result or both a confirming test and initial screen test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Sections 32.5 K and 32.6.

32.3 PROHIBITIONS

Fire fighters shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Employers premises or job sites, including all of the Employers buildings, properties, vehicles, and the Employees personal vehicle while engaged in the business of the Employer.
2. Using, selling, purchasing, or delivering any illegal drug during the work day or when off duty.
3. Being under the influence of alcohol during the course of the work day.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

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

32.4 THE ADMINISTRATION OF TESTS

A. INFORMING EMPLOYEES REGARDING DRUG TESTING

All Employees are fully informed, by the virtue of having a copy of the labor Agreement, of the Employers drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will inform the Employees of how the tests are conducted, when the test will be

conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired Employees will be provided with this information on their initial date of hire. No Employee shall be tested until this information is provided to him/her.

B. PRE-EMPLOYMENT SCREENING

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

C. WHEN A TEST MAY BE COMPLETED

There shall be no across-the-board or random drug testing of Employees. Where there is reasonable suspicion to suspect that an Employee is under the influence of drugs and is impaired while on duty, that Employee may be required to report for drug or alcohol testing. When a supervisor has reasonable suspicion to suspect that an Employee is impaired, that supervisor shall notify the Employee and the Union. The Fire Department shall arrange for the drug or alcohol test. Management shall inform the Employee being ordered to submit to the test of his/her right to consult with a Union representative before submitting to the test. Refusal of an Employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discharge.

As part of any annual exam taken by any firefighters for Respirator Certification, the Chief may order that each exam shall include a drug and/or alcohol test.

D. REASONABLE SUSPICION STANDARD

Reasonable suspicion exists if specified objectives, facts, and circumstances warrant rational inferences that a person is using and/or is physically impaired due to being under the influence of alcohol or controlled substances. Reasonable suspicion will be based upon the following:

(1) Observable phenomena, such direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substance;

(2) Information provided by an identifiable, reliable, and credible source(s) or which is independently corroborated.

It is understood that a drug test may be required under the following conditions:

(1) When an Employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty.

(2) When an Employee is involved in an on-the-job injury that requires medical treatment and, appears to be in the discretion of the Chief or the injured Employees immediate supervisor, to be such an injury that has the potential to be a Workers Compensation Claim.

(3) When an Employee is involved in an accident resulting in personal injury to the Employee or to other persons that require medical treatment or where property damage exceeds \$1,000.00, including, but not limited to, motor vehicle accidents.

(4) When an Employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol abuse.

E. ORDER TO SUBMIT TO TESTING

At the time an Employee is ordered to submit to testing, the City shall provide the Employee with the reasons for the order. Within a reasonable time from the time an Employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis for the order to test. The Employee shall be permitted to consult with a representative of the Union at the time the test is given provided that such representative is available. No questioning of the Employee shall be conducted that is not consistent with the Firemens Disciplinary Act. A refusal to submit to such a testing may subject the Employee to discipline, but the Employees taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the Employee will be removed from duty and placed on leave with pay pending the receipt of results. This shall not be considered to be sick leave.

F. CONDUCT OF TESTS

The City may use breath tests used by the police department commonly for DUI detection for alcohol testing. When testing as authorized by this Agreement (other than breath tests) the Employer shall:

A. Use Abraham Lincoln Memorial Hospital as the appropriate location for drawing blood or collecting urine specimens and shall further use only a clinical laboratory for analysis that is mutually agreed by the Union and the Employer, and is licensed according to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA). The parties agree that such laboratory shall be designated no later than thirty (30) days after the execution of this Agreement.

B. Ensure that the laboratory or facility selected conforms to all NIDA standards.

C. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union upon request. All urine 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. All blood sample testing shall be performed with the National Institute of Drug Abuse standards.

D. Collect a sufficient sample of the same bodily fluid or material from a fire fighter to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the Employee.

E. Collect samples in such a manner as to preserve the individual Employees right to privacy, ensure a high degree of security for the sample, and its freedom from adulteration. Employee shall not be witnessed by anyone while submitting a sample. Steps may be taken to secure the integrity of the sample by the Employer that respects individual Employee's rights to privacy and specifically may require the Employee to be observed during the submission of the

sample when there is a reasonable suspicion that the Employee has attempted to compromise the accuracy of the testing procedure.

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

G. Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employees own choosing, at the Employee's own expense.

H. Require that with regard to alcohol testing, that show an alcohol concentration of .00 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive; that when a blood test is used, the Employer shall be responsible for the expense of blood test immediately after the blood test results have been obtained.

I. Provide each Employee tested with a copy of all information and reports received by Employer in connection with the testing results.

J. Ensure that no Employee is subject to any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency re-assignment shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure shall be expunged from the Employee's personnel files.

K. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial and confirmatory 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 shall not use such information in any manner or forum adverse to the Employee's interest.

L. Alcohol Testing. Testing for alcohol may be made by blood or breath sample at the Employee's option. Any testing for alcohol based on a breath sample shall be made using an instrument approved by the State of Illinois Department of Public Health, Division of Alcohol and

Substance Testing. Testing on such instrument shall take place at the City Police Station under the same evidentiary standards used by the Police Department for the investigation of DUI violations. A blood alcohol test shall be conducted in accordance with applicable provisions of this Section.

If an Employee tests positive as a result of the breath analysis test at the City Police Station, the Employee shall be entitled to request at his or her option a blood alcohol test to be conducted as soon as possible at the nearest available facility. In such event, the breathalyzer test result shall be considered the screening test, and the blood alcohol test shall be the confirming test. If the confirming blood alcohol test is negative, then the breathalyzer test results shall not be used in any manner or form adverse to the Employee's interests. Except as otherwise provided in the preceding paragraph, breath screen test results indicating the presence of alcohol in an amount equal to or greater than 0.00 grams per 210 liters of breath will be considered positive. A blood test indicating an alcohol concentration of 0.40 percent or more based upon grams of alcohol per 100 millimeters of blood shall be considered positive.

32.5 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:

	Initial Test Level
Marijuana Metabolites	100 ng/ml
Cocaine Metabolites	300 ng/ml
Opiate Metabolites	300 ng/ml
Phencyclidine	36 ng/ml
Amphetamines	1000 ng/ml

B. CONFIRMATORY TEST STANDARDS

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

Confirmatory
Test Level

Marijuana Metabolites (1)	15 ng/ml
Cocaine Metabolites (2)	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid	
(2) Benzoylecgonine	

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

32.6 USE OF ALCOHOL OR LEGAL DRUGS PRIOR TO EMERGENCY RECALL

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

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

(2) The officer in charge shall assess the Employees condition and fitness for duty and either assign him/her to duty or, if the Employee is determined to be unfit for duty, will not allow him/her to sign in for duty. Such decision shall be documented in writing and an Employee who has complied with paragraph (1) of this Section shall not be subject to adverse action unless it is determined that the Employee misrepresented the extent of his consumption of alcohol or drugs.

32.7 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 or results permitted by this Agreement.

32.8 VOLUNTARY REQUEST FOR ASSISTANCE

The Employer shall take no adverse employment action against an Employee who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem, unless the request follows an order to submit to testing or the Employee has been found to be using illegal drugs or abusing drugs and alcohol. If the Employee is then unfit for duty in current assignment, the City may authorize sick leave or other assignment if it is available in which the Employee is qualified in and/or is able to perform. The City shall make available through its Employee Assistance Program a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, Employees shall be allowed to use accumulative sick and/or paid leave and be placed on unpaid leave pending treatment. Unpaid leave not extending ninety (90) calendar days will not be considered a break in service. Such leave cannot exceed one calendar year.

32.9 DISCIPLINE

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

A. FIRST POSITIVE

In the first instance that an Employee tests positive on the initial and confirmatory test for drugs or is found to be under the influence of alcohol, the Employee may be subject to an unpaid suspension not to exceed thirty (30) calendar days. The suspension is conditioned upon the Employee agreeing to:

- (1) Undergo appropriate treatment as determined by the physician(s) involved.
- (2) Discontinue use of illegal drugs or abuse of alcohol.
- (3) Complete the course of treatment prescribed, including an "after-care" group for a period of 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.

B. SECOND POSITIVE

Employees who test positive on the initial and confirmatory test for drugs or are found to be under the influence of alcohol on a second occasion shall be discharged and the penalties shall not be subject to the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Employee on active status through 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 Employees current use of alcohol or drugs prevents such individual from performing his duties or whose continuance in active status would constitute a direct threat to the property and safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

Employees who are taking prescribed or over-the-counter medication that has an adverse side effect which interferes with the Employee's ability to perform his normal duties may be temporarily re-assigned with full pay to other more suitable duties.

32.10 CONFIDENTIALITY OF TEST RESULTS

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Mayor, the designated representative of the Union, the City Attorney, and other persons necessarily involved in the administration of discipline or grievances under this Article and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any Employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

32.11 INSURANCE COVERAGE

The Employer shall provide health insurance which covers the cost of the EAP program and/or subsequent treatment. The insurance should provide for both out-patient and in-patient

treatment depending on the appropriate course in each Employees case. The inpatient treatment covered shall be of at least thirty (30) days' duration.

32.12 DUTY ASSIGNMENT

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

Nothing in this Section shall prevent an Employee from seeking treatment or taking a treatment leave more than one (1) time in a year.

32.13 INDEMNIFICATION

The Employer agrees to hold the Union harmless and to bear any expense incurred by the Union in defending litigation (other than claims filed by Employees against the Union alleging breach of the Union's duty of fair representation) file because of the Employer's activities in carrying out the drug/alcohol testing program.

ARTICLE 33

EXTREME WEATHER

Employees will not be required to perform non-emergency duties which are inappropriate for extreme elements when elements are of extreme conditions. Extreme weather and extreme conditions shall mean temperatures in excess of 90 degrees Fahrenheit and less than 32 degrees Fahrenheit. The guidelines in the City of Lincoln Fire Department Policy and Procedure manual will be adhered to. In addition, inappropriate duties will not be performed under conditions of rain, snow, lightning, extreme winds, or darkness. Inappropriate duties are defined to mean those duties of a non-emergency nature and duties which are not required to prepare for emergencies, but which are duties which can be performed at times which are more conducive to the health and welfare of the Employee involved.

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

ARTICLE 34

GENERAL PROVISIONS

34.1 RESIDENCY REQUIREMENTS

All employees must reside within Logan County, Illinois.

34.2 BULLETIN BOARD SPACE

The Employer shall provide ample space on bulletin boards for the use of the Union in the Firehouse at convenient locations accessible to Employees.

The Union agrees that such Notices shall pertain to Union meeting and matters and shall not be inflammatory nor political in nature.

34.3 GENDER

Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees unless biologically infeasible.

34.4 DISCRIMINATION/UNION ACTIVITY

The parties to this Agreement agree not to discriminate against any Employee because of race, color, creed, sex, national origin, marital status, or sexual orientation. There shall be no discrimination, interference, or coercion by the Employer against any Employee for his activity on behalf of, or membership in, the Union.

34.5 SANITATION, MAINTENANCE, AND UPKEEP

The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of the fire house as funds are available. The Employer further agrees to supply the items necessary to maintain sanitary conditions of all quarters within the firehouse.

The Union agrees that any supplies and materials used by the Union for Union business are to be purchased by the Union.

Any remodeling, reconstruction, or renovation shall be done by a certified contractor.

34.6 CHAIN OF COMMAND

In an attempt to clarify this matter, the following Chain of Command is instituted.

There will be one (1) Chain of Command. The Chain of Command is to be adhered to by all members of the Department in directing the work forces and controlling the operations of the Department, except in cases of existing emergencies where the safety of the Fire Fighter, the public, and/or its property is in danger and it is not possible to follow the "Chain". In this latter event, the "Chain" need not be followed when exchanging or requesting routine information. If an individual in the "Chain" is unavailable or cannot be located after a reasonably diligent effort has been made, that step in the "Chain" may be skipped.

"EMERGENCY" or "INCIDENT" Chain of Command

Fire Chief
Assistant Chief
Captain
Lieutenant

34.7 INITIATING DOCUMENTS

Initiating documents will be as follows:

- a) General Order - A permanent order issued by the Chief.
- b) Special Order - A semi-permanent order issued by the Chief, or his designee in the Chief's absence.
- c) Memo - Informational in nature, dated and numbered.

Orders have been and may be issued, revised, or rescinded.

34.8 LIGHT DUTY

An employee with a non-work related illness or injury on paid or unpaid medical leave of absence (including sick leave) may request light duty but assignment to light duty shall be assigned based upon criteria established at the sole discretion of the Fire Chief. Such criteria shall be established as a standard operating procedure and the Chief shall thereafter apply the criteria uniformly to employees with similar limitations under similar circumstances. The City may also require an employee who is on a paid or unpaid medical leave of absence (including sick leave), or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified and released to perform. For any light duty, a City-

approved physician(s) Board certified in the condition at issue must have determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within ninety (90) calendar days. The duties to be performed as part of the light duty assignment shall be determined by the Fire Chief or his designee but will generally consist of public education, training, pre-plans, inspections, and other fire-department related duties. It is agreed that a light duty assignment will generally be confined to the City Fire Department. Provided, however, an employee assigned to light duty will receive his regular rate of pay for all hours worked and all benefits under this Agreement which may be prorated when light duty is scheduled on a less than full-time basis. The City may assign the employee to (1) a 40 hour work week (M-F unless mutually agreed otherwise); or (2) his regular duty shift. If the employee is assigned to a 40 hour shift, and it is for a non-work related illness or injury, he may decline such assignment and utilize accrued unused sick leave to cover the absence. Generally, a light duty assignment under this Section shall not exceed ninety (90) days. The City reserves the right to extend or terminate any light duty assignment at an earlier time if the City's physician(s) determines that an employee is capable of returning to his normal job duties. Extensions are intended to be the exception and shall only be granted at the sole discretion of the Fire Chief.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within ninety (90) days, the City retains the right to terminate the employee's light duty assignment. The City will not thereafter contest an employee's Workers' Compensation claim or pension benefits solely on the basis that the employee was able to work light duty. Provided, however, the City reserves the right to contest benefits on any and all other bases.

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

Nothing in this Section shall effect the statutory rights of the parties under the Fire Pension Code in dealing with an employee on a disability pension.

ARTICLE 35

MEDICAL PERSONNEL AT FIRE SCENE

The Employer agrees to request that an ambulance with trained medical personnel and life support equipment be at the scene of all major fires and emergencies when, in the judgment of the Chief, or his designees, such action is warranted.

ARTICLE 36

INOCULATION

If insurance will not pay, the Employer agrees to pay for all reasonable expenses for inoculation, immunization shots, and testing to assure inoculation has been effective for the Employees for hepatitis and other communicable diseases, such as AIDS, tuberculosis, and other diseases in this context. Normal childhood diseases are excluded. The Employees who have had their shots prior to the effective date of this Agreement shall be reimbursed for any out-of-pocket expenses incurred by them for the immunization shots. However, it is understood that to be entitled to be reimbursed, all Employees must make the necessary application through their health insurance or they shall not be entitled to reimbursement.

ARTICLE 37

SAVINGS CLAUSE

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

ARTICLE 38

APPENDICES AND AMENDMENTS

All appendices and amendments of this Agreement shall be lettered, dated, and signed by the responsible parties and shall be subject to all provisions of this Agreement.

ARTICLE 39

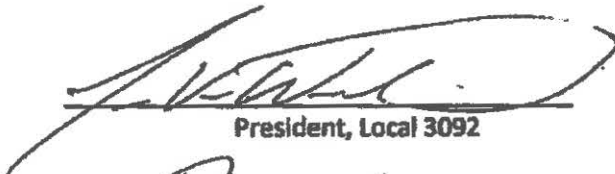
DURATION OF AGREEMENT

This Labor Agreement shall be effective retroactive to the first day of May, 2019. It shall remain in full force and effect until the last day of April, 2022.

Either party may, not less than sixty (60) days nor more than one hundred twenty (120) days prior to the termination date hereof, give notice in writing to the other party to terminate or negotiate revisions to this Agreement. If notice is not given in accordance with the foregoing, this Agreement shall be self-renewing for a one-year period.

All notice provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested. Any impasse at said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this 20 day of May, 2019.



President, Local 3092



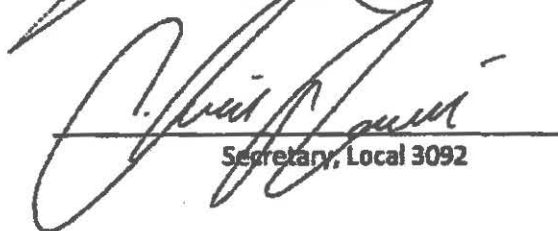
Mayor, City of Lincoln



Vice President, Local 3092



Attorney for City of Lincoln



Secretary, Local 3092



City Administrator/ Chief
Management Negotiations Officer



INTERNATIONAL UNION OF OPERATING ENGINEERS • AFL-CIO

LOCAL 399

CITY CLERK
LINCOLN, ILLINOIS

MAY 23 2019

RECEIVED

BRIAN E. HICKEY
PRESIDENT & BUSINESS MANAGER

NEIL MASTERSON
VICE PRESIDENT

VINCENT T. WINTERS
RECORDING CORRESPONDING SECRETARY

PATRICK J. KELLY
FINANCIAL SECRETARY

ROGER F. MCGINTY
TREASURER

May 21, 2019

Ms. Beth Kavelman
City Administrator
City of Lincoln
700 Broadway Street
Lincoln, IL 62656

Re: Agreement by and between Local 399, International Union of Operating Engineers, and
City of Lincoln – Street and Alley.

Dear Ms. Kavelman:

Enclosed for your records is an executed copy of the collective bargaining agreement for the City
of Lincoln – Street and Alley.

Thank you for your cooperation in this matter.

Sincerely,

Brian E. Hickey
President & Business Manager

BEH/gg

Enclosures

cc: Frank Hoskins
Ken Gauf

AGREEMENT BETWEEN

THE CITY OF LINCOLN

AND

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 399
STREET AND ALLEY**

May 1, 2019 to

April 30, 2022

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AGREEMENT BETWEEN

THE CITY OF LINCOLN

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 399

This Agreement is entered into by the City of Lincoln, an Illinois Municipal Corporation, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 399, hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to, adjust misunderstandings and grievances relating to employee's wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, and by their duly authorized representatives and/or agents, do hereby mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

Section 1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours and other terms and conditions of employment of all full-time employees of the City of Lincoln Street Department in the following job classification: Full-time Laborer and Assistant Superintendent, but excluding all confidential, managerial and supervisory employees as defined in the Act, and all other employees of the Employer.

Section 2. Union Steward/Committee Members

The Union Committee shall consist of a limit of two (2) Union Committee Members from the bargaining unit, one (1) of which shall be the Union Steward.

Committee Members scheduled to work during the time of negotiations shall be allowed time off from work with pay for all time spent in negotiations, not to exceed eight (8) hours of regular pay per day.

The Union Steward with permission of proper authority may leave the assigned work to investigate an alleged grievance or to present matters regarding this Agreement. Permission shall not be unreasonably withheld.

An employee and/or Union Steward scheduled to work during the time of a grievance hearing shall be allowed time off from work with pay for all time spent related to processing the grievance, not to exceed eight (8) hours of regular pay per day.

Section 3. Conditions of Employment

Management may assist bargaining unit employees for safety or to expedite the work flow (which does not require the use of mechanical machinery), but shall not displace any bargaining unit employee from employment or from any overtime opportunities unless requires by emergency.

Section 4. Residence Requirement

The employee's residence shall be within Logan County, Illinois.

ARTICLE II

SUMMER HELP AND TEMPORARY EMPLOYEES

1. During the period of May 1 to October 1 each year, the City of Lincoln may continue to hire Summer Help to perform functions related to clean up, storm management, road maintenance and repair such as, but not limited to: mowing, painting, trimming, patching, barricades, dead animals, flagging, signs, etc. Summer Help will not be used to perform other unrelated operations normally assigned to the Bargaining Unit nor will they be expected to become members of the Union. Summer Help will have any necessary licenses and be qualified to perform any function the Superintendent directs the employee to perform.

2. The Superintendent, at his discretion, shall be able to hire temporary employees to perform snow removal, storm management, and/or storm cleanup work that would normally be performed by members of the Bargaining Unit, provided that the Superintendent made at least two attempts to call-in all the full-time Bargaining Unit members and he still does not have sufficient manpower to perform the tasks at hand. Such temporary employees shall hold all necessary license and/or permits and shall be qualified to operate any equipment or perform any function that the Superintendent directs them to perform related to snow removal, storm management, and/or storm cleanup. Temporary employees shall make the current hourly pay rate as outlined in Article XX – Pay Rates for an employee in the first 12 months.

ARTICLE III

GRIEVANCE PROCEDURE

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1: Superintendent

A written grievance shall be submitted and signed by the grievant and the Union in writing to the Superintendent of the Department no later than five (5) calendar days from the date of the first occurrence of the matter giving rise to the grievance. The grievance shall specify the specific sections(s) and/or article(s) allegedly violated and shall also state the specific relief sought, specifically indicating the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision or provision of this Agreement which are alleged to have been violated, and the relief requested. Upon receipt of the grievance, the Superintendent shall investigate the grievance and, in the course of such investigation, may offer to discuss the grievance with the grievant and/or authorized representative of the Union at a time mutually agreeable to the parties. The Superintendent shall render a written response to the grievant within five (5) calendar days after the grievance is presented. In the event of discipline, the grievance will be automatically advanced to Step 2.

Step 2: Mayor/Committee

If the grievance is not settled at Step 1 and the grievant or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Mayor within five (5) calendar days after receipt of the Superintendent's answer at Step 1 with a copy provided to the City Clerk. Upon receipt of this appeal, the Mayor shall convene a committee of City Council members (along with himself) to investigate the grievance. The Mayor/Committee may offer to discuss the grievance with the grievant and/or authorized representative of the Union at a time mutually agreeable to the parties. The Mayor/Committee may also refer the grievance to Step 1 if it is a disciplinary matter. The Mayor/Committee shall provide a written answer to the grievant and/or the Union within twenty-one (21) calendar days from the date of the appeal.

Step 3: Arbitration

If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the City's written answer as provided to the Union as Step 2. The Union shall request the Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators. A coin toss will determine the order of striking for the first grievance. For subsequent grievances, the parties will take turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for hearing, subject to the availability of the Union and Employer representatives.

It is understood and agreed that, upon mutual consent of the parties, the arbitrator may be selected without applying all the provisions of this Article.

The sole function of the arbitrator shall be to interpret the meaning of the Articles of this Agreement and the arbitrator shall have no power to add to, subtract from, or to modify in any way the terms of this Agreement. No more than one grievance shall be considered unless the parties mutually agree to the contrary.

The arbitrator's decision shall be in writing and shall be final and binding on all parties concerned.

The Employer and the Union agree that the expenses of the arbitrator shall be shared equally by each party. However, each party shall pay the expenses of its own witnesses.

ARTICLE IV

MANAGEMENTS RIGHTS

The Employer shall retain the sole rights and authority to operate the affairs of the City and all departments and all aspects (including but not limited to all rights and authority exercised by the City prior to the execution of this Agreement) except as modified in this Agreement.

Among the rights retained are the City's right to determine its mission and the standards of service offered to the public; to direct the working forces; to plan, direct, and control and determine the operations of services to be conducted in all of its departments or by the Employer; to assign and transfer employees by seniority and qualification list; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to their lack of work, shortage of budget funds, or other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement or statutes of the State of Illinois.

The Employer retains the right to order any employee to submit to blood, urine or other test of any nature upon reasonable cause to believe that employee is then under the influence of alcoholic beverages or other controlled substances. The Employer shall set forth such reasonable suspicions and a basis thereof including objective facts and reasonable inferences drawn from those facts in light of experience, in writing, prior to or within 24 hours of any such request or order to the employee.

The Employer and the Employee agree to the drug testing policy attached as Appendix A and by this reference incorporated herein.

ARTICLE V

NO STRIKE - NO LOCKOUT

1. Neither the Union nor any employee will call, initiate, authorize, participate in, encourage or ratify any work stoppage or the concerted interference with the full and proper performance of the duties of employment with the Employer during the term of this Agreement.

2. In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

3. Upon failure of the Union to comply with the provisions of Section 2 above, any agent or official of the union who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

4. Any employee that violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against the employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an employee has in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

5. The City agrees that it shall not lock out any employee in the bargaining unit as a result of a labor dispute during the term of this agreement.

ARTICLE VI

DUES DEDUCTION

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Local 399 dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to Local 399, International Union of Operating Engineers, at the address designated by the Local. The Local hall

advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Local and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Local by the tenth (10th) day of each month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Local. Authorization for such shall be irrevocable unless revoked by written notice to the Employer and the Local during the fifteen (15) day work period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to employees covered by this Agreement.

Section 3. Dues New Employees

New full-time employees who have not made application for membership shall pay dues after the thirtieth (30th) day of employment.

Section 4. Indemnification

The Local hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with this Article.

ARTICLE VII

SENIORITY

1. As used in this Agreement, "seniority" is defined as the continuous length of service or employment with the Employer from the date of last hire. Seniority shall be broken when the employee:

- (a) quits, or
- (b) is discharged for just cause, or
- (c) is laid off pursuant to the provisions of this Agreement for a period of twenty- four months, or

- (d) is transferred to a job with the Employer outside the bargaining unit, unless this provision is waived by the mutual agreement of the employer, Union and employee.

2. The Employer shall publish a seniority list upon the execution of this Agreement. Unless an employee disputes a seniority date within ten (10) days after its publication, said list shall be final. Any disputes as to a correct date shall be resolved through the grievance procedure.

ARTICLE VIII

LAYOFF AND RECALL

1. In the event a layoff or cutback of employees is required, such layoffs shall be by seniority provided the remaining employees are qualified to handle the job duties. Further, such layoffs shall be limited to seniority in each Department where the layoff occurs. An employee laid off from one Department shall have no right to use his seniority to bump into another Department.

2. When additional employees are required in a Department, the Employer shall: (a) call back by seniority any employees of that Department then on layoff, then (b) call by seniority any employees within this contract unit who are on layoff, provided such employees are qualified to do the work.

3. An employee from one Department called for work in another Department shall remain behind the employees then in the other Department and shall be the first to go if any further layoffs occur. Further, if an opening occurs in the employee's original Department, the employee shall have the option of being recalled to the original Department, or maintaining the position in the Department in which the employee is then actively working.

ARTICLE IX

HOURS OF WORK/OVERTIME

1. All employees shall be scheduled to work a regular shift in each seven (7) day period with fixed starting and quitting times. The normal work schedule shall be 7:00 a.m. to 3:30 p.m. with a thirty (30) minute unpaid lunch period. However, the Employer shall have the right to change the normal work schedule after providing the employees with twelve (12) hours

advance notice. This provision shall only apply during the months of June, July, and August for excessive heat purposes or work in heavy traffic areas.

Employees working the hours between 7:00 p.m. and 4:00 a.m. shall be paid at a rate of time and one-half.

2. Eight (8) consecutive hours of work, interrupted only by the unpaid lunch period, shall constitute the normal workday. In the event that the employee is required to work through the work day without a lunch period as directed by the Superintendent, the employee shall receive either compensatory time equal to two (2) times the amount of time for a normal lunch period or the right to leave work early by one (1) hour, but said right to leave work early must be taken the same day as the loss of the lunch period. If the employee does not choose either compensatory time or the right to leave work early the same day, then the compensation for the amount of time actually worked shall be controlled by Section 3 of Article IX.

3. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2).

4. Any employee called in at other than his regular starting time for work which does not continue uninterrupted on to this regular shift, shall receive a minimum of two (2) hours pay or actual time spent working rounded to the nearest half (1/2) hours at the time and one-half (1/2) rate for the call-in, whichever is greater. If the two (2) hour minimum applies pursuant to this subsection, such two (2) hours shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

5. Call out shall begin based on employee with the least amount of overtime and further based on the employee's qualification to do so. The Union members shall furnish a call-out list or lists of qualified employees in cooperation with the Superintendent. Final approval of the qualification list rests with the Superintendent. In order for an employee to be considered for call-in, the employee must be qualified to perform work necessary or operate the equipment necessary for overtime. The Superintendent shall start with the employee with the least amount of overtime hours and the qualification lists on employees and any employee who refuses call-out will be charged with the amount of time actually expended by any employee who accepts said call-out for purposes of the next call-out made. For the purpose of the call-in list only, a new

employee will be considered to have the most overtime hours on the first call-in for said new employee. In addition, any employee on authorized leave will be temporarily considered to be the employee with the most overtime hours. Once the list has been completely exhausted, the Superintendent shall thereafter call-in the qualified employees with the least hours of overtime in an effort to equalize the overtime among employees, or the Superintendent may work the overtime call out himself in his discretion after he has went through the list twice.

6. Compensatory Time - An employee may opt to exchange each hour of overtime worked for two (2) hours of compensatory time. Compensatory time may be accumulated to forty (40) hours per year and shall be allowed to carry-over past May 1st of each year. An Employee may cash out his accumulated compensatory time based on accrued overtime not compensatory time hours and not later than April 1st of the fiscal year said overtime has accrued. There will be no payout on any time carried over. An employee who accumulates forty (40) hours of compensatory time and subsequently uses some of that compensatory time, the employee may accumulate compensatory time up to the maximum of forty (40) hours within the same fiscal year but this shall not be subject to carry-over past May 1st of each year.

7. The Employer will provide at the request of the employee a personal record of compensatory time, personal time, sick leave, overtime, and holiday time as of the first day of each calendar month in the payroll period. Said record shall be provided with the payroll at or near the fifteenth (15th) of said calendar month. For transition purposes, the first such report shall be made for the January 15, 1996, payroll period and shall be required for the payroll period on the fifteenth (15) of each month thereafter.

8. All members of the collective bargaining agreement will receive a \$250.00 stipend per license attained during length of agreement. Including all subcategories pertaining to the license. All employees of the collective bargaining agreement will be afforded to opportunity to acquire said license. License and subcategory type is subject to approval by the Street Superintendent. This will be retroactive to the previous twelve months from the effective date of this agreement.

ARTICLE X
LEAVES OF ABSENCE

Upon the death of a person in the immediate family, an employee shall be entitled to three (3) days leave with pay to attend a funeral in state, and if the funeral is outside the state, five (5) days leave with pay, to make arrangements and conduct matters related to the situation. "Immediate family" shall include the spouse, children, stepchildren and grandchildren and siblings of the employee and spouse; the parents and grandparents of the employee and spouse son-in-law and daughter-in-law.

ARTICLE XI
HOLIDAYS

1. Employees shall receive, with pay, holidays as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday (also known as President's Day)
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Should any of these holidays fall on Sunday, it will be observed on Monday, and a holiday falling on Saturday will be observed on the Friday before.

An employee who has scheduled a vacation that includes a holiday within said vacation period shall be entitled to holiday pay for that holiday, provided that the vacation was scheduled in advance as required in Article XII or otherwise approved by the Superintendent.

2. In order to receive holiday pay, an employee must work his regular shift the day before and the day after a holiday unless otherwise approved by the Superintendent, in which case said employee shall receive his holiday pay. For the purposes of this section, approved leave

shall include sick leave so long as a note from the employee's physician is provided to the Superintendent.

3. If an employee works on a holiday, as set forth above, that employee shall receive the regular holiday pay plus two times his regular hourly wage for the hours worked on said holiday.

ARTICLE XII

VACATIONS

1. Employees shall receive vacation time, with pay, based upon the following schedule:

A. As of January 1 of each calendar year:

- 1) Six (6) months completed service through two (2) years completed service - 1 week
- 2) From two (2) years completed service through seven (7) years completed service - 2 weeks
- 3) From seven (7) completed service through thirteen (13) years completed service - 3 weeks
- 4) From thirteen (13) years completed service through twenty (20) years completed service - 4 weeks
- 5) Over twenty (20) years' service completed - one (1) additional day for each year over twenty (20) years' service completed.

2. Employees with the approval of the Superintendent shall be allowed, by seniority, to select their vacation time off. Employees shall select a minimum of five (5) individual days and a maximum of ten (10) individual days, but all vacation time shall be posted by seniority. Any additional vacation time shall be selected with a minimum of one (1) week and a maximum of two (2) consecutive week intervals. The vacation calendar will be posted by January 2nd of each calendar year. Vacation time must be selected by March 1st of each calendar year and may not be modified without the prior approval of the Superintendent.

3. Vacation time may be used by the hour with the approval of the Superintendent.

4. In the event of Termination for any reason, the employee shall receive his pro-rated vacation pay earned from January 1. Vacation shall be paid to the employee two (2) months after separation from employment.

ARTICLE XIII

SICK LEAVE

1. Employees shall be eligible for twelve (12) days of sick leave to be advanced to the employee January 1 of each year. The days shall be prorated for the subsequent calendar year if the employee is in an unpaid status for thirty (30) days or more. Said sick leave may be used for family leave for the employees - immediate family constituting the employee's parents, children, and spouse, not to exceed twelve (12) days allowed. An employee may use all twelve (12) days for family illness or injury with medical documentation satisfactory to the City.

Employees may accumulate sick days up to a maximum of 120 in each of two (2) separate sick leave banks (up to 240 days). The first 120 day bank can be used for employee illness, injury or disability and/or service credit with IMRF consistent with IMRF rules as they may from time to time change. The second bank may be used only for IMRF credit, consistent with the IMRF rules as they may from time to time change, absent approval from the Mayor or Administrator for use for catastrophic illness or injury of the employee only. There will be no payment for sick leave upon leaving employment.

2. If the consecutive days of sick leave extend beyond three (3) workdays, the employee must present a doctor's certificate to substantiate the basis for the sick leave and in order to return to work. Failure to present such a doctor's certificate will limit the sick leave to three (3) days pay. However, medical documentation may also be requested and sick leave denied as set forth below.

3. Employees shall cooperate with the Employer in verifying illnesses or injury. Suspected misuse of sick leave may result in the employee being required to provide medical evidence to substantiate any future use of sick leave for a time period not to exceed twelve (12) months as determined by the Superintendent. Suspected misuse of sick leave includes but is not limited to a pattern of absences (e.g. M/F patterns), frequent absences or information that the employee is engaging in off-duty activities that are inconsistent with the sick leave request.

Continued misuse of sick leave shall subject the employee to disciplinary action up to and including dismissal of said employee.

4. Sick leave shall not be used for routine doctor, dentist or any other non-emergency appointments during 2011, 2012 or 2013. Beginning January 2013; employees may use sick leave for routine doctor's appointments for the employee only.

5. If an employee calls in sick and presents a doctor's certificate for authorized sick leave, the employee will have one sick day deducted from the annual days of sick leave as outlined above. Any unauthorized leave taken for such purposes must be taken as authorized personal leave, vacation leave or compensatory time, consistent with the rules for use of such time off.

6. From and after the effective date of this agreement, any employee that does not use any sick days during any calendar year shall receive one (1) additional personal day in the following calendar year, which may not be accumulated.

7. The Employees shall be entitled to three (3) personal days each calendar year. Failure to give advanced notice shall not be the basis for denial of the personal day. Personal Day requests shall be submitted no more than seven (7) days in advance of the date requested.

ARTICLE XIV

MILITARY SERVICE LEAVE

Full-time employees who are members of a reserve unit of the Armed Forces of the United States or Illinois National Guard will be granted leave without pay for annual training sessions or schools, provided notice is given to the Employer at least twenty-four (24) hours upon his receipt of orders before the leave is to commence.

ARTICLE XV

PROBATIONARY EMPLOYEES

An employee shall be considered probationary for the first nine (9) months of his employment dating from the last date of hire. During this period, the employment of the employees shall be at the sole discretion of the Employer.

ARTICLE XVI

MATERNITY/PATERNITY AND ADOPTION LEAVE

1. Every employee who becomes pregnant shall be granted a leave of absence without pay commencing at any time during her term of pregnancy, with a doctor's slip, ending not later than four (4) weeks after the date of termination of her pregnancy. Said leave can be extended up to twenty-six (26) weeks with a doctor's slip. The employee shall continue to accumulate seniority and be entitled to medical benefits as prescribed by the Agreement during her leave.

2. Special leave with pay, to a minimum of one (1) work day will be granted to a male employee at the birth of his child or to any employee for needs directly related to the adoption of their child. Additional time may be granted at the Superintendent's discretion.

ARTICLE XVII

JURY DUTY

Any employee required to be available for jury selection or service shall continue to be paid by the Employer at the regular rate. However, should the employee receive compensation for such jury duty from any other source, the Employer is entitled to deduct such other payments from the amount owed to the employee.

Any employee, who is available for jury participation in Logan County but does not have to sit on a panel, shall report for work within two (2) hours of release from the jury. If said employee is chosen on a jury but is not sequestered, the employee shall report as scheduled for work within two (2) hours of release from jury duty. However, any individual required to serve in a jury not located in Logan County shall be relieved of any duty for days on jury duty.

ARTICLE XVIII

HEALTH AND WELFARE

Section 1. Employee Health Insurance

The Employer will provide a basic hospitalization program and medical insurance for the employees, and at the option of the employee, for their dependents.

The City will pay 92.5% of the cost of the Employee only health insurance premium. The employee will pay 7.5% of the applicable Employee only premium. The City will pay 90% of the cost of the Employee only health insurance premium. The employee will pay 10% of the applicable Employee only premium. If an employee elects the high deductible plan, the City will continue to make the same contribution toward the HSA it makes on the effective date of this Agreement provided the City's HSA contribution does not exceed 80% of the difference in premium costs of the PPO and high deductible plans. (For example, if the payment for single only PPO is \$775 effective January 1, 2013, the employee will pay \$38.55 per month toward the PPO coverage. If the City's HD coverage is \$650, the employee will pay \$32.50 per month for the HD premium. For the HSA contribution, the difference between \$775 and \$650 is \$125.00. 80% of \$125 is \$100.00. The City currently pays \$115.00. Since this is less than 80% of the difference, the City would continue to pay \$115.00 per month to the employees HSA.)

The employee will pay the entire cost of any dependent portion of any applicable health insurance coverage. The premium contributions will be deducted from the Employee's pay on a monthly basis.

The Employer shall retain the option to change the insurance carrier, policy or benefit levels.

Section 2. Retiree Health Insurance

The City shall make payment of fifty percent (50%) of the cost of Health Insurance for newly retired Union members if said member is at least fifty-five (55) years of age and has at least twenty (20) years service with the Department prior to retirement. Any member who has twenty (20) years of service but has not attained the age of fifty-five (55) upon retirement shall pay the health insurance premium until said member attains the age of fifty-five (55). Once said member has remained in the plan until the age of fifty-five (55) and has had twenty (20) years with the Department then the City shall pay fifty percent (50%) of the cost of the health insurance for said member. This shall only apply to members retiring after May 1, 1989.

Said insurance for retirees shall be subject to the same limitations and the same adjustments in benefits and coverage as set forth in the foregoing Section 18.1.

Retirees who are Medicare-eligible will receive Medicare-supplement insurance instead of the full health insurance options given to non-Medicare-eligible employees and retirees. The City shall make payment of fifty percent (50%) of the cost of the Medicare-supplement insurance for employees retiring after May 1, 1989.

The benefits in this Section shall only apply during the Contract term and do not create a vested right in insurance benefits beyond the term of this Contract.

Section 3. Life Insurance

All employees shall receive coverage of term life insurance in the amount of twenty thousand dollars (\$20,000) with the right of the employee to designate the beneficiary.

Section 4. Health Insurance Committee

There shall be a health insurance committee comprised of an equal number of management elected officials and employee representatives for each of the employee groups. The committee will be provided reasonable notice of changes in carriers and benefits; may promptly hold meetings to review proposed modifications to the health insurance plan benefits; make recommendations for change in order to reduce or mitigate any increase in health insurance premiums prior to the effective date of the change in benefits; and may recommend and review the solicitation of competitive bids. The City Council shall make the final decision on carriers and benefits.

ARTICLE XIX

UNIFORMS, GLASSES AND WATCHES

1. Employees who damage or break their glasses or watches, while on duty for the City of Lincoln shall have them repaired or replaced with the consent of the Superintendent as follows:

- | | | |
|----|----------------------|---------------------|
| A. | Prescription Glasses | 100% up to \$350.00 |
| B. | Watch | 100% up to \$50.00 |

2. Employees will be reimbursed, upon submittal of a proper receipt, for work clothes, gloves, coveralls and work boots up to \$500.00 per calendar year. The employee shall turn in receipts for reimbursement to the Office of the City Clerk. It is the responsibility of the employee to maintain the cleaning of his or her respective coveralls.

3. The City of Lincoln will furnish rubber boots for the employees of the Department.
4. The City of Lincoln agrees to furnish rain gear in size medium, large, and extra-large.
5. The above items to be furnished by the City of Lincoln will be replaced on an as needed basis, contingent upon return of the damaged or worn out items and only if the employer agrees in the need for replacement.
6. The Employer agrees to comply with all Illinois Department of Labor rules related to safety.
7. The Employer shall reimburse, upon submittal of a proper receipt, the CDL renewal fee for each employee, but not more than once every four (4) years.

ARTICLE XX

PAY RATES

1. Base for all members except those served by paragraph 4 of this Article.
 - A. All Tier I members of the bargaining unit shall be entitled to a monthly base pay of \$4,659.63 from May 1, 2019 to April 30, 2020.
- *Employees hired after May 1, 2002 and before the effective date of this Agreement move to base pay referred to above upon the effective date of the Agreement and shall receive no longevity pay until after "five (5) years of service" step on the longevity schedule below to be effective on the effective date of this Agreement.
2. In addition to base pay, the employee shall continue to receive longevity pay based on length of service. Said longevity pay shall be as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>
5 years	5.0%
10 years	8.5%
15 years	11%
20 years	12.5%
25 years	15%
30 years or greater	16.5%

3. In addition to the base pay, the Assistant Superintendent shall receive an additional one hundred fifty dollars (\$150.00) per month.

4. Each full-time Tier II member of the Street and Alley Department hired on or after the effective date of this May 1, 2011 Agreement shall be entitled to a graduated salary of the following percentage of base pay during the relevant time period. (May 1, 2019 Top Base pay is \$4,504.94 per month.)

5. Wage increases each May 1, 2019, 2020, 2021 are as follows; 2.5%, 2.75%, 3%

	<u>5/1/18</u>	<u>5/1/19</u>	<u>5/1/20</u>
	2.50%	2.75%	3.00%
1-12 Months 75%	\$3,378.70	\$3,471.61	\$3,575.76
12-24 Months 85%	\$3,829.20	\$3,934.50	\$4,052.54
24-36 Months 95%	\$4,279.69	\$4,397.38	\$4,529.30
36 + Months	\$4,504.94	\$4,628.83	\$4,767.70

ARTICLE XXI

DURATION

This Agreement shall be effective from May 1, 2019 through April 30, 2022, and shall renew year to year thereafter unless either party gives notice of termination in writing by certified mail at least sixty (60) days prior to any termination date.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or a resolution of an impasse procedure are continuing for a new Agreement or part thereof between the parties.

If any provisions of this Agreement or application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, or by executive order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect in such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

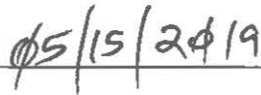
CITY OF LINCOLN, ILLINOIS



Mayor

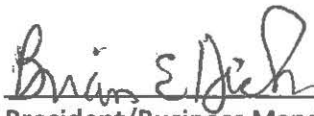


City Administrator/Chief Negotiations Officer



Date

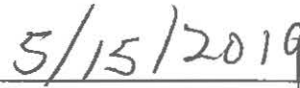
INTERNATIONAL UNION OF OPERATING
ENGINEERS – LOCAL 399



President/Business Manager, Brian Hickey



Business Representative, Frank Hoskins



Date