

CITY OF LINCOLN
REGULAR COMMITTEE OF THE WHOLE MEETING AGENDA
TUESDAY, JUNE 25, 2019
CITY HALL COUNCIL CHAMBERS
7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Public Participation.
4. Mayoral Appointments to the newly-created "City Employees/Management Insurance Advisory Committee": Mayor Seth Goodman, City Administrator Elizabeth Kavelman, City Clerk Peggy Bateman, Aldermen Kathy Horn, City FOIA Officer/Accounts Payable Clerk Rachel Shew, City Street Operating Engineer Joseph Davis, City Police Officer Christy Fruge and Corporal Brian Clements, & City Fire Fighter James Cosby.
5. Mayoral Appointments to the Fifth Street Road Project Committee: Mayor Seth Goodman, City Administrator Elizabeth Kavelman, and City Aldermen Sam Downs and Tracy Welch.
6. Mayoral Appointments of Lincoln, IL Citizens to the Joint Review Board for the "City of Lincoln, Illinois Central Business District Conservative Area" (TIF District): Mayor Seth Goodman, City Administrator/TIF Administrator Elizabeth Kavelman, City Building and Zoning Officer Wes Woodhall, Historic Preservation Representative James Wilmert, Lincoln Planning Commission Chair Dave Klug, Zoning Board of Appeals Representative Stephanie Benedict, and Theresa Schieffer, TIF District Business Owner.
7. Approval of the City of Lincoln FOP Union Local Three-Year Labor Contract, 05.01.2019 – 04.30.2022.
8. Request to purchase a maintenance agreement for eight outdoor sirens at \$2,600.00 per year, and the cost to replace and maintain three rusted and corroded sirens for \$5,137.00. Total cost = \$7,737.00.
9. Request to Permit the Old-Fashioned Children's Walking Parade on Thursday, July 4, 2019, beginning at 10:00 a.m., from Scully Park, traveling one block on McLean Street, turning left on Wyatt Avenue, and proceeding to the Lincoln Park District. Police escort and barricades are needed in the block of Decatur Street between Kickapoo and McLean Streets. Submitted by the Lincoln Park District.
10. Bids Needed for City's Asbestos Removal at 227 N. Kickapoo Street.
11. Adoption of the Street Department's new Drug and Alcohol Policy.
12. Request to Permit Use of the City's 315 Eighth Street property to Host the "Balloons Over Route 66" Gathering Balloon Glow on August 24, 2019, from approximately 6:30-9:30 p.m., submitted by Alderman Tracy Welch on behalf of the group.
13. Ardagh Group Sponsored Energy Project.
14. City landscape facility rates.
15. Abraham Lincoln Memorial Hospital's 1305 Woodlawn Road Annexation Petition.
16. Proposed Committee Structures discussion.
17. Announcements:
 - a.) Fifth Street Road Project Meeting with Two Appointed Aldermen and Engineers, June 28, 2019, 10:00 a.m.
18. Executive Session pursuant to 2(c)1, Personnel, and 2(c)11, Possible or Potential Litigation.
19. Adjournment.
20. Upcoming Meetings:
 - Regular City Council Meeting: Monday, July 1, 2019
 - Committees of the Whole (COW) Meeting: Tuesday, July 9, 2019

TIF JOINT REVIEW
BOARD HISTORY

MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator *J*

MEETING DATE: March 10, 2015

RE: Amending the TIF Review Committee Membership

When originally adopted the Council approved the creation of a "TIF Review Committee" to evaluate and assess applications that are provided to the City for TIF funds. Funds can be applied for in the form of grants, architectural assistance, loans, or interest expense subsidies. Currently, the review committee is made up of nine members: a representative of the Historic Preservation Commission, the Planning Commission Chair, the Zoning Board of Appeals Chair, Chamber of Commerce Executive Director, Main Street Director, EDC Director, Mayor and/or his designee, City Administrator, and Building and Zoning Director. Since the original approval the Logan County Alliance has been formed and supported by the City and Main Street has dissolved. To reflect these changes, I am recommending the following amendments to the committee's membership:

- Historic Preservation Representative, Planning Commission Chair, Zoning Board of Appeals Chair, City Administrator, Building/Zoning Director, and Mayor (or designee) -- *Remains unchanged*
- Chamber of Commerce Executive Director and Main Street Director -- Removed and *Replaced with President/CEO of the Logan County Alliance*
- EDC Director -- *Removed*

This reduces the size of the committee from nine to seven retaining an uneven number for voting purposes. The committee chooses its own chairperson at their first meeting.

After the committee reviews an application and makes a positive recommendation to the Council, and if approved, a grant agreement is executed based upon the TIF Review Committee's recommendation and the authorization of the Council.

COW Recommendation: Place on the council agenda for March 16, 2015.

Council Recommendation: This action was previously approved with a majority vote, the membership of the committee can be revised in like manner. Approve as presented.

*Approved
3-16-15*

CITY OF LINCOLN, ILLINOIS
JOINT REVIEW BOARD
2013-001

**A RESOLUTION RECOMMENDING APPROVAL OF REDEVELOPMENT PLAN
AND IMPLEMENTING ORDINANCES PERTAINING AN AREA IN THE
CITY OF LINCOLN, ILLINOIS TO BE KNOWN AS THE "CITY OF LINCOLN,
ILLINOIS CENTRAL BUSINESS DISTRICT CONSERVATION AREA"**

*BE IT RESOLVED BY THE JOINT REVIEW BOARD OF THE CITY OF LINCOLN,
LOGAN COUNTY, ILLINOIS, AS FOLLOWS:*

WHEREAS, the City of Lincoln, Illinois, has convened a joint review board to consider adoption of Tax Increment Financing and approval of a Redevelopment Plan And Project and associated ordinances pertaining an area in the City of Lincoln, Illinois to be known as the "City Of Lincoln, Illinois Central Business District Conservation Area"

WHEREAS, the Joint Review Board has reviewed the public record, planning documents and proposed ordinances approving the redevelopment plan and tax increment financing within the proposed Conservation Area defined therein, and in particular has reviewed the feasibility study and other material contained in the Redevelopment Plan pertaining to the qualification of the subject area as a Conservation Area and the need for Tax Increment Financing within the Conservation Area, and finds, for all the reasons set forth therein, that the area meets the objectives of the Act and the plan requirements and eligibility requirements set forth in Section 3 of the Tax Increment Allocation Act;

*NOW, THEREFORE, BE IT RESOLVED BY THE JOINT REVIEW BOARD OF THE
CITY OF LINCOLN, ILLINOIS, AS FOLLOWS:*

SECTION 1: The preambles hereto are adopted as the findings and report of the Joint Review Board.

SECTION 2: The Joint Review Board recommends approval by the City Council of the City of Lincoln of the Redevelopment Plan and Project for the City Of Lincoln,

Illinois Central Business District Conservation Area, and furthermore, recommends adoption of the ordinances implementing the Conservation Area, with the additional recommendation that any property within the proposed Conservation Area, the owner of which requests to be removed therefrom in order to preserve Enterprise Zone tax abatements, be removed therefrom.

SECTION 3: This Resolution is effective immediately.

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

Ayes: Ms. McInerney, Mr. Bagby, Mr. Ruben, Mr. Conzo, Mayor Snyder

Nays: _____

Absent: Mr. Widmer, Ms. Ahillen

Abstentions: _____

Adopted this 20th day of February, 2013



Keith Snyder, Chairman



Risa Riggs, Recording Secretary

RESOLUTION CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF LOGAN)

I, the undersigned, do hereby certify that I am the duly appointed Recording Secretary of the Joint Review Board of the City of Lincoln, Logan County, Illinois.

I do further certify that the resolution attached hereto is a full, true, and exact copy of Resolution No. 2013-001 adopted by the Joint Review Board of said City on the February 20, 2013, said Resolution being entitled:

A RESOLUTION RECOMMENDING APPROVAL OF REDEVELOPMENT PLAN AND IMPLEMENTING ORDINANCES PERTAINING AN AREA IN THE CITY OF LINCOLN, ILLINOIS TO BE KNOWN AS THE "CITY OF LINCOLN, ILLINOIS CENTRAL BUSINESS DISTRICT CONSERVATION AREA"



Recording Secretary

LABOR AGREEMENT

BETWEEN

CITY OF LINCOLN, ILLINOIS

AND

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

REPRESENTING

LINCOLN CITY LODGE #208

MAY 1, 2019 - APRIL 30, 2022

LINCOLN CITY LODGE #208

LINCOLN CITY LODGE #208

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ARTICLE 1 -PREAMBLE

This Agreement is entered into by and between the City of Lincoln, an Illinois Municipal Corporation (hereinafter referred to as the (Employer), and the Illinois Fraternal Order of Police Labor Council representing Lincoln City Lodge No. 208 (hereinafter referred to as the "Labor Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the Employees in the bargaining unit, to make clear the basic terms upon which such relationship depends, to encourage and improve efficiency and productivity. It is the intent of both the Employer and the Labor Council to establish an Agreement covering rates of pay, hours of work, and other terms and conditions of employment for bargaining unit employees for the term of this Agreement, and to prevent as well as to adjust misunderstandings and grievances relating to the terms and conditions set forth herein.

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

1.1 Recognition

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours and terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include:

All sworn peace officers in the rank of Patrolman, Corporal, and Sergeant in the Lincoln Police Department.

Positions excluded from the above-described bargaining unit shall include:

All sworn peace officers above the rank of Sergeant, and non-sworn personnel and any others excluded in the Illinois Public Relations Act, 1984, P.A. 83-1012; 5ILCS 315/1 et seq.

ARTICLE 2 -NON-DISCRIMINATION

2.1 Equal Employment Opportunity.

The Employer will continue to provide equal employment opportunity for all officers and develop and apply equal employment practices.

2.2 Non-Discrimination

The Employer, the Union and the officers agree that there will be no discrimination based on race, color, sex, religion or national origin or other statuses protected by federal and state law.

The Employer, the Union and the officers agree to comply with all applicable laws. Any such claims shall not be subject to the grievance and arbitration procedure herein but instead shall be processed through the appropriate federal or state agency.

2.3 Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act (P.A. 83-1012), 5 ILCS 315/1 et seq. as amended on account of membership or non-membership in, or lawful activities on behalf of the Union.

2.4 Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 3 - DUES DEDUCTION AND FAIR SHARE

3.1 Dues Deduction

Upon receipt of a written and signed authorization form from an Employee, the Employer shall deduct the amount of Labor Council dues as set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date.

3.2 Dues

With respect to any officer on whose behalf the Employer receives written authorization form as provided for in Appendix A agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council 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 Labor Council. Authorization for such shall be irrevocable unless revoked by written notice to the Employer and the Labor Council during the fifteen (15) day work period prior to the expiration of this Agreement.

The Employer will provide a copy of the Dues Deduction Form to all employees upon hiring. The Employer shall grant the Lodge/Labor Council an opportunity during the orientation of new employees to present the benefits of membership in the Lodge/Labor Council. This privilege is subject to being discontinued in the event that a labor organization other than the Labor Council should seek or claim to represent a majority of the employees in the bargaining unit or should demand "equal time" at orientation.

3.3 Indemnification

The Labor Council 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 4 -MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the City of Lincoln and its Police Department in all of their various aspects and to manage and direct Employees, including but not limited to the following:

To determine the mission of the Department and to set standards of service offered to the public: to plan, direct, control and determine all the operations and services of the Department; to supervise and direct the working forces; to assign and transfer Employees; to establish the qualifications for employment, determine the number of Employees, and to employ Employees; to schedule and assign work; to establish work and productivity standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce various rules, regulations, orders and policies; to evaluate Employees; to discipline, suspend and discharge Employees for just cause (probationary Employees without cause); to change or eliminate existing methods, equipment, uniforms or facilities; to hire, promote Employees; to lay off Employees when necessary; to determine and establish training requirements for positions within the Department; and to establish the ranks and positions of the Department and to establish the job duties of these ranks and positions in accordance with operational requirements. In addition, the Employer expressly reserves the right under this Agreement to exercise all management rights set forth 5 ILCS 315/4.

ARTICLE 5 -NO STRIKE

5.1 No Strike Commitment

Neither the Labor Council nor any police officer will call, initiate, authorize, participate in, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Labor Council nor any police officer shall refuse to cross any picket line, by whoever established.

5.2 Resumption of Operations

In the event of the action prohibited by Section 1 above, the Labor Council immediately shall disavow such action and request the police officers to return to work and shall use its best efforts to achieve a prompt resolution of normal operations. The Labor Council, including its

officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

5.3 Labor Council Liability

Upon failure of the Labor Council to comply with the provisions of Section 2 above, any agent or official of the Labor Council who is a police officer covered by this Agreement may be subject to the provisions of Section 4 below.

5.4 Discipline of Strikers

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

5.5 No Lock Out

The Employer will not lockout nor prevent any police officer from performing his duties as a result of a dispute with the Labor Council.

ARTICLE 6 -BILL OF RIGHTS

6.1 Conduct of Disciplinary Investigation

Any person(s) wishing to file a citizen's complaint against any police officer covered by the terms of this Agreement shall be requested to sign a sworn affidavit. The sworn affidavit shall outline in detail the nature of the alleged misconduct. Any citizen complaint(s) of a nature believed to result in an investigation resulting in disciplinary action in the form of a suspension or discharge shall be reduced to writing and signed by the complainant. If the investigation or interrogation of a law enforcement officer is likely to result in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures as set forth in 50 ILCS 725/1 et seq.

ARTICLE 7 -COMPLAINTS, GRIEVANCES AND ARBITRATION

It is mutually desirable and hereby agreed that all complaints and grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Labor Council against the Employer involving the meaning, interpretation or application of the provisions of this

Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted and shall not be unreasonably denied by either party.

Step 1. Complaints

The employee, with or without a Labor Council/Lodge representative, may take up a complaint with the employee's immediate supervisor within ten (10) calendar days of its occurrence, or circumstances giving rise to a complaint or when first known by the employee. The supervisor in conjunction with the Deputy Chief shall then attempt to adjust the matter and shall respond within five (5) calendar days after such discussion.

If the complaint as set forth above is not adjusted through the procedure as set forth, it shall at that point be called a grievance and then shall proceed as follows:

Step 2. Grievances

The grievance shall be reduced to writing on a mutually agreed to form (see Appendix B) and presented by the Labor Council/Lodge to the Chief of Police or his designee within ten (10) calendar days following the receipt of the supervisor's answer in Step 1. The Chief of Police or his designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Labor Council/Lodge Representative within five (5) calendar days after receipt of the grievance from the Labor Council/Lodge. The Chief of Police or his designee shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

Step 3. Arbitration

If the grievance is not settled in Step 2, the matter shall be referred for arbitration by written request by the Labor Council made within ten (10) calendar days of the Employer's answer in Step 2. Arbitration shall proceed in the following manner:

- (a) The Labor Council shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The first party to strike shall be determined by a coin flip. The remaining name shall be the designated arbitrator.
- (b) The hearing shall only be open to all parties in interest.
- (c) The decision of the Arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusion of the issues submitted.
- (d) The decision of the Arbitrator shall be final and binding upon the parties.
- (e) The cost of the Arbitrator shall be borne equally by the Labor Council and the Employer.

- (f) If the arbitration hearing cannot be held during normal working hours of the grieved patrol officer, then no additional compensation nor overtime payment shall be made by the Employer to the grieved employee, witnesses or representatives of the Lodge.
- (g) The Arbitrator may interpret the Agreement, but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE 8 -LABOR - MANAGEMENT CONFERENCES

8.1 Labor-Management Conference

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council/Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Labor Council and/or Lodge of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.

The Employer and the Labor Council/Lodge agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

8.2 Exclusivity of Grievance Procedure

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

8.3 Absence from Work

When absence from work is required to attend "labor-management conferences", Lodge members shall, before leaving their workstation, give reasonable notice and receive approval

from the Chief in Order to remain in pay status. Lodge members attending such conferences shall be limited to three (3). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the Employee.

ARTICLE 9 -F.O.P. REPRESENTATIVES

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

9.1 Attendance at Lodge Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that two (2) elected officials of the Board of Directors of the Lodge shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

9.2 Grievance Processing

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this

Agreement and such reasonable time shall be without loss of pay. "Reasonable" shall be defined as two (2) hours per grievance or more as approved by the Chief.

9.3 F.O.P Delegates

Any Employee(s) chosen as delegate(s) to the F.O.P. State or National Conference will, upon written application approved by the Lodge and submitted to the City with at least fourteen (14) day's notice, be given a leave of absence without pay for the period of time required to attend such Convention or Conference. This period of time is not to exceed one (1) week.

9.4 Lodge Negotiating Team

Members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.

In the event of an emergency callback of personnel, the Chief and/or Labor Council reserve the right to cancel any scheduled negotiations.

ARTICLE 10 -INDEMNIFICATION

10.1 Employer Responsibility

The Employer shall be responsible for, hold police officers harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any police officer covered by this Agreement pursuant to 65 ILCS 5/1-4-6 or the present applicable insurance limits, whichever is higher.

The Employer shall not indemnify any employee where the injury results from the willful misconduct of an employee.

10.2 Legal Representation

Police Officers shall have legal representation provided by the Employer in any civil cause of action brought against a police officer resulting from or arising out of the performance of duties, provided that the officer acted within the scope of his duties and cooperates fully with the Employer in investigating the matter and providing assistance for his legal representation.

10.3 Cooperation

Police officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

10.4 Applicability

The Employer will provide the protection set forth in Section 1 and 2 above, so long as the police officer is acting within the scope of his employment and where the police officer cooperates, as defined Section 10.3, with the Employer in defense of the action or actions or claims.

ARTICLE 11 -BULLETIN BOARDS

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Lodge.

The Union agrees that such Notices shall pertain to Union meetings and matters and shall not be inflammatory in nature.

ARTICLE 12 -DISCIPLINE AND DISCHARGE

12.1 Definition

The parties recognize the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (a) Oral Reprimand
- (b) Written Reprimand
- (c) Suspension (Day = eight (8) hours)
- (d) Discharge

Furthermore, the foregoing shall not preclude the Employer from demoting an employee for just cause in addition to the discipline set forth herein. Any oral or written reprimands shall be done in a manner that will not embarrass the employee or the Employer before any other employees or the public.

12.2 Just Cause

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

12.3 Limitation

The requirement to use progressive disciplinary action does not prohibit the Employer from using a more severe disciplinary measure when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to the Employer. Such disciplinary actions shall include, but not be limited to, possession of a controlled substance or alcohol; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform all of the duties required; fighting with co-workers; or other offenses of similar gravity determined by the Employer to warrant more severe disciplinary measures.

12.4 Disciplinary Action Review

The Police Chief or his designee shall have the authority to issue all forms of discipline, including reprimands, suspensions and discharges. An employee may elect to have any reprimands reviewed through the grievance procedure of this Agreement. No such reprimand may be submitted to arbitration, but an employee may prepare and submit a rebuttal statement which shall be included in the employee's personnel file. However, any reprimands involving matters of an officer's truthfulness and/or credibility may be submitted by the Union to arbitration. Unpaid suspensions of up to 24 hours or less shall be reviewed and appealed only in accordance with the rules and regulations of the Board of Fire and Police Commissioners and the administrative review provisions of Illinois Compiled Statutes and shall not be subject to the grievance and arbitration provisions of this Agreement. Provided, however, the Board of Fire and Police Commissioners shall have no authority to increase the penalty imposed by the Police

Chief or his designee. Unpaid suspensions in excess of 24 hours, demotions, as well as discharges shall be reviewed only in accordance with the grievance and arbitration provisions of this Agreement and shall not be imposed by or subject to review by the Board of Fire and Police Commissioners of the City. Any such grievance over discipline shall be initiated at Step 2 (Police Chief) and filed within ten (10) calendar days of the receipt of the discipline.

12.5 Photo Dissemination

No photo of an officer shall be made available to the media, except with the officer's approval.

12.6 Compulsion of Testimony

The Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation.

ARTICLE 13 -SENIORITY

13.1 Definition of Seniority

As used herein, the term "Seniority" shall refer to and be defined as to the continuous length of service or employment covered by this Agreement from the date of last hire.

As used herein, the term "rank seniority" shall refer to and be defined as to the length of service in a rank/classification covered by this Agreement from the date of last promotion in said rank.

13.2 Vacation Scheduling

Officers shall select the periods of their annual vacation on the basis of rank structure and rank seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revisions in organization, work assignments or the number of personnel in particular ranks.

13.3 Personal Day Selection

Any dispute within a unit as to the selection of a personal day shall be resolved by the affected supervisor on a first request basis.

13.4 Seniority List

A seniority list shall be posted annually and revised as needed during the year which list shall show the date of hire for all bargaining unit members. Any disputes arising over the accuracy may be handled through the grievance procedure when filed within thirty (30) days from the posting.

13.5 Promotions

In considering officers for promotion; seniority (as defined in §1 above) shall be utilized as a tiebreaker.

13.6 Lay-Off

- (a) Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Labor Council in writing no later than thirty (30) calendar days prior to such lay-off and lay-off may be initiated by the Employer thereafter. The Employer will provide the Labor Council with the names of all officers to be laid off prior to the lay-off. All officers shall receive notice in writing of the layoffs at least thirty (30) calendar days in advance of the effective date of such lay-off.
- (b) Probationary employees, temporary and part-time employees shall be laid off first. If further layoffs are required, least senior employees shall then be placed on lay-off.
- (c) No employee will be hired to perform those duties normally performed by the laid-off police officer while said officer is on layoff status.

13.7 Recall

- (a) A police officer who has been laid off shall have his name placed on a recall list and will be recalled in inverse order of layoff.
- (b) A police officer on layoff will be notified of recall by means of certified mail return receipt. A police officer on layoff is expected to keep the Employer informed of his current address. A police officer 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.

13.8 Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

- (a) Quits; or
- (b) Is discharged for just cause; or
- (c) Is laid-off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) Accepts gainful employment on an approved leave of absence from the Police Department; or
- (e) Is absent for three (3) consecutive scheduled workdays without proper notification or authorization unless rendered incapable of such notification.

An employee who is hired after quitting will not be eligible for the re-instatement of benefits such as, but not limited to, seniority, longevity pay, etc.

13.9 Unpaid Leave Accrual

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

13.10 Lateral Entry

If an officer, as an original hire, or seeking reinstatement, meets the lateral hiring requirements under State law and satisfactorily completes the selection process established by the City of Lincoln Police and Fire Commission, the City may elect to start that officer at a level of pay comparable with his/her work experience but not greater than base pay. All other seniority issues regarding vacations, longevity, etc. will start with the date of hire.

ARTICLE 14 -HOURS, OVERTIME AND COMPENSATORY TIME

14.1 12-Hour Work Schedule

A twelve-hour work schedule shall consist of eighty-four (84) regularly scheduled work hours in a fourteen (14) day period. Employees will receive the same monthly and annual salary as set forth in Article 17, Wages.

The workday shall consist of two work shifts (Day Shift and Night Shift) of twelve consecutive hours each and have regular starting and quitting times. The work schedule cycle shall consist of the following:

Two consecutive workdays, followed by two consecutive days off;
Three consecutive workdays, followed by two consecutive days off;
Two consecutive workdays, followed by three consecutive days off;
The schedule then repeats itself.

The normal shift hours will be from 6:00 AM to 6:00 PM and from 6:00 PM to 6:00 AM. Additional overlap or cover shifts may be designated up to one hour's difference from the normal shift hours.

14.2 8-Hour Work Schedule

For positions assigned by the Chief of Police (e.g. Detective, Task Force Officer, School Resource Officer, etc.) the workday shall be eight (8) consecutive hours and the work week shall be five (5) consecutive days of duty followed by two (2) consecutive days off.

14.3 Schedule Changes

Any change from the normal work schedule, of an individual officer, required to meet operational needs must be accompanied with a seven (7) calendar day advance notice to the affected employee, unless an emergency is declared by the Chief of Police. An emergency shall be defined as an act of nature, an unplanned medical emergency or any incident requiring additional staffing in order to meet the needs of the public safety and welfare.

An officer's regular consecutive shift hours shall not be split unless by mutual agreement between the officer and the Chief of Police.

Should the Chief of Police desire to change the current 8-hour or 12-hour schedule system, he shall provide notice to the Union and bargain over said change upon demand of the Union.

14.4 Shift Selection

Annually, the Chief will request that employees submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift. The Police Chief shall make the final decision on the shift assignment and days off, based upon operational considerations, qualifications and rank seniority, and provided his reasons for doing so are not arbitrary and capricious. Nothing contained herein shall preclude the Police Chief from later assigning an employee or employees to another shift providing his reasons for doing so are not arbitrary and capricious.

14.5 Overtime Payment

Any hours worked in excess of the regularly scheduled workday as defined in Sections 14.1 and 14.2 above shall be compensated one and one-half (1 ½) times the regular hourly rate of pay for the work performed. Should an officer be called to duty while said officer is on vacation, personal time off or on furlough, that officer shall receive overtime payment for the hours worked. Hours worked shall include hours compensated for furlough, vacation and holidays.

Overtime rates shall be computed on the basis of a completed fifteen (15) minute segment. Overtime not banked as compensatory time shall be paid on the paycheck for the payroll period following the payroll period during which the overtime is worked.

The regular hourly rate of pay shall be determined by taking the employee's regular annual base pay and dividing the total by 2080 hours.

In the event an emergency is declared by the Employer, Chief, or his designee; as many of the Employees shall be continued on duty for such number of hours as may be necessary.

14.6 Compensatory Time

Compensatory time off in lieu of immediate overtime pay in cash will be calculated at the rate of two (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 use of 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.

Employees shall not accumulate more than one hundred (100) hours of compensatory time. Once an employee accumulates more than one hundred (100) hours of compensatory time, all additional overtime will be compensated at the rate of pay as provided in Section 14.5 of the Agreement.

Once compensatory time is elected, payment for accrued compensatory time shall only occur upon termination of employment and shall be calculated at the final regular rate of pay received by the employee.

14.7 Training Time

The Employer and the Labor Council mutually recognize that the Employer has a duty to offer training beyond basic instruction provided at the various State of Illinois, Police Training Academies. Both parties recognize the need and importance for such training, which shall continue throughout an officer's employment.

Training hours, including travel time, shall be compensated as follows:

- (a) Hours spent in Employer mandated training outside the regularly scheduled workday, including continuing state mandated training, shall be compensated as provided in Section 14.5 Overtime Payment, above.
- (b) Hours spent in employee requested training will be compensated in "school" time on an hour-for-hour basis for all hours spent in training on the officer's day off. An officer's regular work schedule may be changed to accommodate mutually agreed upon or officer requested training.

14.8 Call-Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. The employees reporting back to work shall be compensated for two (2) hours at the overtime rate of pay, or be compensated for the actual time worked, whichever is greater.

14.9 Court Time

Employees covered by this Agreement required to attend court outside their regularly scheduled working hours shall be compensated at the appropriate overtime rate with a minimum of two (2) hours at the overtime rate of pay for each such attendance at court.

Civil cases arising from employment of which an employee is subpoenaed to attend shall be subject to compensation by the Employer, as provided above, if the employee is otherwise not scheduled to work. The employee will release to the Employer all witness fees/mileage fees

received for testimonial purposes. Whenever an employee is subpoenaed during scheduled work hours, the employee shall be excused from duty with pay to attend court and shall release witness fees/mileage fees to the Employer.

14.10 Meal Breaks

Each employee shall be allowed a fifteen (15) minute period per four-hour tour of duty up to forty-five (45) minutes for meals. This meal period shall be considered out of service time during which the Employee will be subject only to priority calls.

It is understood and agreed that the Police Chief may establish reasonable rules which govern the use of meal breaks and coffee breaks.

14.11 Off-Duty Details

During the term of this Agreement, the Lodge and the Chief of Police agree to meet and discuss any issues arising out of off-duty details in an effort to resolve in a mutually agreeable and cooperative manner.

ARTICLE 15 -SAFETY ISSUES

15.1 Safety Committee

The Chief of Police shall appoint a designee(s) to represent him in meeting with the Lodge to discuss safety issues.

The designee(s) of the Chief of Police shall meet a minimum of every three (3) months with the Lodge Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues which will be submitted in writing to the Lodge.

Any report or recommendation which may be prepared by the Lodge or designee(s) of the Chief of Police as a direct result of these meetings will be in writing and copies submitted to the Chief of Police and the President of the Lodge.

15.2 Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports (if any), and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties

ARTICLE 16 -LEAVES OF ABSENCE

16.1 Definition of Family

A member of the immediate family shall be defined to be an officer's:

- mother or father
- wife or husband
- daughter or son (including stepchildren or adopted children)
- sister or brother (including half or step)
- father-in-law or mother-in-law
- daughter-in-law or son-in-law
- grandparent or grandchild
- stepparents of officer or spouse
- step-grandparents
- brother or sister-in-law.

16.2 Bereavement Leave/Death in Family

The Employer agrees to provide to officers leave without loss of pay as a result of death in the family. Upon the death of a person in the immediate family, an employee shall be entitled to three (3) consecutive days leave (with pay for days that are working days) to attend the funeral and to make arrangements and conduct matters related to the situation. Should circumstances arise where the officer would need more time off, for example; the attendance of an out of state funeral, such time would require the approval of the Chief of Police or his designee.

16.3 Short Term Military Leave

Employees shall be granted military leave in accordance with the state and federal statutes.

16.4 Educational Leave

Employees covered by the terms of this Agreement may be granted, upon request, a Leave of Absence, for educational purposes, without pay, not to exceed a period of one (1) year, after authorization from the Chief. Seniority will not continue to accrue while on educational leave.

16.5 Maternity Leave

An employee who becomes pregnant shall be granted a leave of absence 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. Such leave shall be without pay; however, an

employee may utilize her accumulated sick leave and vacation time during the leave period. 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 (J) and shall not be interpreted contrary thereto.

16.6 Job Related Medical Leave of Absence

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 receives TTD benefits under Worker's Compensation and pay pursuant to 5 ILCS 345/1.

An officer who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No officer will lose any benefits while injured on duty and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave shall be returned to light duty if able to perform the work and placed at the discretion of the Department.

Inasmuch as the employee is to receive his full pay under this Article, the employee shall endorse his Worker's Compensation check for Temporary Total Disability and remit it to the City. The employee is entitled to retain any form of disability settlement.

It is understood that except as modified herein, all other provisions of 5 ILCS 345/1 shall apply; moreover, it is understood that an officer who works while receiving benefits under this Article is subject to penalties set forth in 5 ILCS 345/1 and will be subject to discipline including discharge.

Notwithstanding anything herein contained to the contrary, it is understood that if the City pays an employee pursuant to this section after said employee has received his regular pay for the period of one (1) year as set forth in 5 ILCS 345/1, said employee shall be required to pursue his workman's compensation benefits or disability benefits from the Lincoln Police Pension Fund, and the City will not be required to continue to pay his regular rate of pay after such one (1) year period.

16.7 Sick Days and Leave

The parties recognize that the abuse of sick leave interferes with the Department's productivity and is unfair to the majority of bargaining unit employees with good attendance records. Sick leave is a benefit and not a right and to be utilized for a non-job-related illness or injury of the employee. Employees may utilize up to five (5) sick days annually for the well-care, medical or dental appointments, or illness of sick spouse and dependent children in the employee's custody with advanced notice when practical. These five days shall not be considered additional to the total amount of sick days accrued. A sick day shall mean eight (8)

hours for those assigned to an eight (8) hour shift and twelve (12) for those assigned to a twelve-hour shift. Employees are prohibited from working at any other employment on any day sick leave is used. To provide a reasonable degree of assurance that sick leave is not abused, the parties agree that:

- (a) Officers must notify the Officer on duty that they will be on sick leave at least two (2) hours prior to their regularly scheduled tour of duty, unless reasonable circumstances prevent it.
- (b) In the event that the absence for which leave is requested exceeds twenty-four (24) consecutive work hours, 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.

If any employee is off work due to a duty injury or extended sick leave in excess of (b) above for non-duty illness or off-the-job injury or disability or the employee has a pattern of sick leave usage, then that employee must submit written medical documentation from his Physician that he has been personally seen by a physician, that he is unable to work, 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.

The City may, at its discretion, require an employee utilizing sick leave to submit at any time during such leave to an examination by a physician designated by the City, at the City's expense. The City's right to require an employee to be examined by a City Physician shall occur upon either of the following events: 1) upon an employee using eighty-four (84) consecutive sick hours or 2) an employee accumulating two hundred forty (240) sick hours in a three hundred sixty-five (365) day period. If the physician's examination reveals a "disability", as defined by law, the employee is expected to go to the Police Pension Board and to apply for a Pension disability in accordance with applicable laws of the State of Illinois. A disagreement herein is subject to the Grievance Procedure.

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

With respect to any employees hired after May 1, 2002, they shall accrue sick leave at the rate of one (1) sick day (8 hours for those assigned to an 8 hour shift and twelve (12) hours for those assigned to a 12 hour shift) per full month of employment. With respect to any employees hired after May 1, 2002, they may accumulate up to a maximum of one thousand eighty (1,080) sick hours for which no payment will be made upon separation or retirement.

Following May 1, 2002, any employee that does not use any sick leave during any calendar year shall receive one day of pay (8 hours) (twelve (12) hours if working a twelve-hour shift) to be paid in the first pay period of the next calendar year.

Sick leave Buyback. An employee who retires in good standing shall be paid, at the employee's straight time rate of pay, for their accumulated but unused sick leave, up to a maximum of ninety hours. (For example, if an employee retires with 1,080 hours of accumulated and unused sick leave, the employee would receive 90 hours of pay; 1,080 hours of sick leave ÷ 12 hours = 90 hours of pay for accumulated and unused sick leave.)

16.8 Fitness-for-Duty Testing

Should the Employer have reason to believe that an employee is not fit for duty; the Employer may require that the employee have an examination by a qualified and licensed medical or psychological professional selected by the Employer in order to determine the employee's fitness for duty. The examination shall be job related and consistent with the business necessity of the employer.

- (a) The employee shall be notified in writing of any such examination. The written notice shall also contain the basis for the Employer's cause to believe the employee is unfit for duty.
- (b) The examining professional shall form an opinion, based on the results of the examination, as to the employee's fitness for duty. The professional shall forward such opinion to the Employer. All test results, as well as conversations between the employee and the medical or psychological professional, as well as the release of the examination results, shall be considered confidential by the Employer representatives and governed in accordance with Illinois statutes. The employee shall be provided with copies of all examination results and associated documents.

The foregoing shall not preclude the employee, Union or City from utilizing the above in the event of a disagreement or challenge related to the employee's status or related issues.

- (c) If it is determined as a result of an examination that the employee is unfit for duty, the employee shall be placed in an appropriate status based on the nature of the illness and/or disabling injury.

16.9 Light Duty

Light duty may be assigned to an employee who becomes sick or is injured, provided, however, that the employee is released for such assignment by their physician and the city physician. Such an assignment will be made within the restrictions and restraints imposed by the physician(s). Assignment shall be within the police department and not be for more than ninety (90) working days, except in the case of maternity leaves where the employee may be assigned, with consent, for a period not to exceed 180 calendar days. Such assignment shall not be unreasonably denied.

ARTICLE 17 - WAGE RATES

17.1 Base Wages

The pay schedule for all employees covered by this Agreement shall be based on the following rates of pay, depending on the employee's job classification:

Classification	Effective Date	Starting	Base
Patrolman 2.75%	5/1/19	\$3,309.84/mo.	\$4,918.19/mo.
Patrolman 2.75%	5/1/20	\$3,400.87/mo.	\$5,053.44/mo.
Patrolman 3.00%	5/1/21	\$3,502.89/mo.	\$5,205.04/mo.

17.2 Rank Differential

In addition to base as defined in Section 17.1 above, the monthly rank pay scale shall be:

Corporal	5.00%
Sergeant	10.00%

17.3 Longevity

In addition to the base rate (referenced in section 1 above), employees covered by this Agreement shall receive a percentage increase pursuant to the following schedule, for the length of employment with the City:

Length of Service	Longevity Increase
2 years	2% of base salary
4 years	4% of base salary
6 years	6% of base salary
8 years	8% of base salary
10 years	10% of base salary
12 years	11% of base salary
14 years	12% of base salary
16 years	13% of base salary
18 years	14% of base salary
20 years	15% of base salary
22 years	16% of base salary
24 years	17% of base salary
26 years	18% of base salary
28 years	19% of base salary
30 years	20% of base salary

17.4 Specialty Positions

Effective May 1, 2009, an officer assigned to a specialty position (outside of patrol) on a full-time basis who is required by the Police Chief to be on-call/standby and required to respond

shall be compensated in the amount of \$225 per month which shall be added in addition to base pay, longevity, and rank differential for the period that he is so assigned.

17.5 Retroactive Pay

An employee who retired during the term of this Agreement or who is employed on the date this Agreement is executed shall receive retroactive pay on all compensated hours worked for the applicable period of employment during the term of this Agreement.

17.6 Work on Holidays

Patrol officers required to work on Memorial Day, July 4th, Labor Day, Thanksgiving, or Christmas day will be compensated at the time and one-half (1.5X) rate of pay for all hours worked on the mentioned holiday.

ARTICLE 18 -WORKING OUT OF CLASSIFICATION

18.1 Assigned Rank

Any officer who is assigned by the Police Chief or Deputy Chief to work in a position or rank senior to that which he normally holds shall be paid at the rate for the senior position of the rank while so acting.

18.2 Assumed Rank

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for more than fifteen (15) consecutive workdays, he shall be paid the rate for the higher rank.

ARTICLE 19 -UNIFORMS

The Employer will provide uniforms for the members of the bargaining unit accordance with the provisions of this Article.

Uniforms will be issued to all members in the bargaining unit according to the Equipment Issue Inventory as shown herein. Items other than those listed may be issued when deemed necessary by the Chief or Deputy Chief.

All uniforms and equipment issued remain the property of the City of Lincoln Police Department. Officers are responsible for the care and cleaning of uniforms issued. Uniforms which are worn out or damaged beyond repair will be replaced by the department. The Chief or Deputy Chief will determine when an item needs replacement or repair.

Upon retiring or other termination of employment with the department, all uniforms and equipment issued to an officer will be returned to department custody in good condition with allowance made for normal wear.

Equipment Issue Inventory

Service Weapon	Brief Case or Duty Bag
3 Magazines	Winter Coat with Jacket
Holster	Shoes
Magazine Carrier	Boots
Sam Browne Belt	Body Armor
Garrison Belt	Policy Manual
3 Badges and Hat Shield	Flashlight and Carrier
Collar Insignia	Clipboard
Tie Clasp	Ticket Book Holder / Tickets
Name Bar	(3) LS Shirts
ID Card	(3) SS Shirts
Uniform Hat	(3) Pants
Expandable Baton	Portable Radio, Charger and Clip
Handcuffs & Carrier	Earpiece and Shoulder Microphone

ARTICLE 20 -PERSONAL TIME OFF

20.1 Personal Time Off (PTO)

The Employer will provide Personal Time Off (PTO). PTO may be taken at any time provided it is scheduled and approved, in advance, by the affected shift supervisor or the Deputy Chief. Any dispute within a unit as to the selection of PTO shall be resolved by the affected supervisor, Chief of police or his designee on a first request basis. It is understood that such request may be denied if insufficient officers, in the judgment of the Chief or his designee, would be available to meet the operating needs of the Department or granting such request would result in the call-back of unscheduled personnel or overtime payments.

20.2 Personal Time Off Approval

The supervisor in charge of the shift on the day off desired will be the person who determines whether or not the request is granted.

- (a) Sergeants will ensure that enough personnel are working before granting Personal Time Off.
- (b) Sergeants will keep a record of Personal Time Off granted.
- (c) The Chief of Police may designate certain days of the year as time when maximum manpower is required. On these designated days, no Personal Time Off will be granted.

- (d) It is understood that in some rare instances an officer may require special consideration for the use of Personal Time Off without advance notification. In such instance, approval will not be denied provided that granting such request would not result in the call back of unscheduled personnel or overtime payments.
- (e) Personal Time Off may not be taken in increments of less than one (1) hour.

20.3 Personal Time Off Amounts/Accrual

12-Hour Shift

Officers may accrue a maximum of one hundred thirty-eight (138) Personal Time Off hours.

- (a) On 01 Jan. of each calendar year, one hundred twenty (120) Personal Time Off hours are accrued by each officer.
- (b) No more than eighteen (18) Personal Time Off hours may be carried over from the previous year; unless approved by the Chief of Police.

8-Hour Shift

Officers may accrue a maximum of one hundred twenty (120) Personal Time Off hours.

- (a) On 01 Jan. of each calendar year, one hundred four (104) Personal Time Off hours are accrued by each officer.
- (b) No more than sixteen (16) Personal Time Off hours may be carried over from the previous year; unless approved by the Chief of Police.

20.4 New Hire PTO

Officers hired after the effective day of this Agreement shall be eligible to take Personal Time Off during the calendar year of their hire according to the following schedule:

<u>Date of Hire</u>	<u>Hours of Personal Time Off</u>
January thru March	60 hours
April thru June	48 hours
July thru September	36 hours
October thru December	24 hours

20.5 Personal Time Off Selection

Any dispute within a unit as to the selection of a personal day shall be resolved by the affected supervisor on a first request basis.

ARTICLE 21 -VACATIONS

All Officers within the bargaining unit shall be entitled to vacation time in hours with pay under the following schedule:

	8-Hour Schedule	12-Hour Schedule
After one (1) year thru two (2) years	forty (40)	forty-eight (48)
Three (3) years thru eight (8) years	eighty (80)	ninety-six (96)
Nine (9) years thru fourteen (14) years	one hundred twenty (120)	one hundred forty-four (144)
Fifteen (15) years thru twenty (20) years	one hundred sixty (160)	one hundred eighty (180)
Twenty-first year and thereafter	two hundred (200)	two hundred twenty-eight (228)

It is agreed that the intent of this Article is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings or compensation consisting of workers' compensation in at least seventy-five percent (75%) of the pay periods within the year immediately preceding the Employee's anniversary date.

No Employee shall be eligible to receive any benefits under this Article if he quits or resigns from the employment of the Employer without giving two (2) weeks written notice of his intention to resign.

All vacation time will be selected by shift on a rank and seniority basis. The sergeant with the most time in rank shall select first. Single picks of vacation are limited to seven (7) consecutive working days and the employee must return to work. Vacation hours used must be a minimum of one working day (8 hour or 12 hour). Vacation use is subject to the advance approval of the Police Chief or his designee, subject to the operational needs of the City.

All vacation time will be used during the calendar year in which they accrue unless permission to carry over into the following year is granted by the Chief or Deputy Chief.

ARTICLE 22 -INSURANCE

22.1 Hospitalization

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

The City will pay 90% of the cost of the employee only premium; and the employee shall pay 10% of said premium. If the employee elects the high deductible plan, the City will contribute \$115 per month to the employee's HSA.

Any premium contributions for employee only coverage or dependent coverage 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 provided the benefits remain substantially the same except as outlined below.

Should the Employer find it necessary, due to financial reasons to make major adjustments in benefits and coverage, it shall give sixty (60) days prior notice to the Labor Council/Lodge before any such major adjustments are implemented. Representatives of the Labor Council/Lodge and the Employer shall then meet as soon as practical to discuss the proposed adjustments. If an understanding is not reached with respect to the proposed adjustments within thirty (30) days of the initial meeting between the parties, the matter shall be submitted to arbitration pursuant to Step 3 of the grievance procedure within this Agreement. (The parties may waive or extend any time period in this Article or the grievance Article.) The arbitrator shall determine whether the major adjustments proposed by the Employer are arbitrary and capricious in light of the financial need. If the arbitrator finds that the adjustments are arbitrary and capricious as stated above, he may order appropriate make whole relief and may also order that the officer shall pay a part or all of any of the premiums as required to purchase particular coverage and benefits.

Only during the contract terms, except as provided below, newly retired employees will be provided the same hospitalization program with the same benefits extended to officers covered by this Agreement. In addition, the City shall make payments of fifty percent (50%) of the cost of the Employee-only coverage health insurance for said newly retired employees if said employees are fifty-five (55) years of age and have had twenty (20) years on the force prior to retirement. Any Employee who retired after twenty (20) years on the force and fifty (50) years of age shall pay for the hospitalization program until he or she attains the age of fifty-five (55) years. Once said Employee has remained on the plan until fifty-five (55) years of age and has had twenty (20) years on the force, then the City shall, during the terms of this Contract, pay the fifty percent (50%) cost of the Employee-only coverage health insurance for said Employee. These provisions shall only apply to those Employees retiring after the effective date of this Contract and during the Contract term. 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 paragraph.

Once an Employee or current retiree who had twenty (20) years of service becomes Medicare-eligible then the City may provide insurance as a Medicare supplement to those Employees who are eligible. The City agrees to pay fifty percent (50%) of the cost of the Medicare supplement, for those Employees retiring after the effective date of this Contract and those retired after May 1, 1989.

22.2 Life Insurance

The Employer shall continue to supply each full-time employee covered by the terms of this Agreement with Twenty Thousand Dollars (\$20,000.00) of term life insurance.

22.3 Death Benefit

The Employer shall pay up to Eight Thousand Five Hundred Dollars (\$8,500.00) for funeral expenses for the officer due to the officer's death in the line of duty.

22.4 Dental Plan

The Employer shall continue to provide a basic dental plan for all officers and their dependents, with the Employer paying the cost for both the officer and their dependents. Should the premium(s) paid by the City increase, then by giving the bargaining unit at least sixty (60) days prior written notice of such proposed premium increase, the parties may re-open negotiations for the purpose of determining what premium increase(s), if any, shall be paid by the Employer and/or the employee(s). Employees shall not be required to pay any increased insurance premium(s) unless it is the result of negotiations as mentioned above.

22.5 Insurance Advisory Committee

The parties agree to establish an Insurance Advisory Committee, by no later than August 1, 2019. The committee shall include two members from each City employee collective bargaining unit who wish to participate; and an equal or a smaller number of management representatives. As an example, should Police and Fire units elect to participate union members would equal 4 in number. The Employer would be eligible to up to four members on the committee. Each unit will designate its members, the Employer will designate its members. The purpose of the committee is to review the operation of the health insurance plan, investigate ways to improve the health care program, and make recommendations for changes to the hospitalization program. The parties shall maintain all contractual rights they may have relating to changes in health insurance.

ARTICLE 23 -PERSONNEL FILES

The City shall maintain and utilize the following types of personnel files:

- (a) Employee File
There shall be an official personnel file for each police officer. This file shall be maintained and kept by the City Clerk of the City of Lincoln.
- (b) Department File
In addition to the employee file referenced above, Police Department officials may keep and maintain a separate file for each police officer. This file may contain job related information which will benefit the supervisor when he/she is preparing an officer's performance evaluation.

Both the employee files and the department files referenced above in (a) & (b) shall be considered and treated as confidential and only released by court order.

Police officers shall have the right, upon request, to review the contents of their employee and/or department file. In this regard, a police officer may be accompanied by a Lodge representative, he wishes. A police officer may also authorize a Council/Lodge representative to view his/her files in the police officer's absence upon written authorization.

A police officer may view his file during regular work hours with no loss of pay for time spent, provided he has requested and has been authorized by his immediate supervisor to do so. Police officers shall be allowed a reasonable amount of time to view their file and reasonable requests for a copy of the files' contents shall be honored.

No citizen complaint shall be placed in a police officer's files unless the complaint is accompanying a specific disciplinary action related to the complaint.

Police officers may, if they choose, attach explanatory statements to any materials placed in their personnel files, including disciplinary actions.

Oral reprimands which an officer receives shall be removed from that police officer's files once a period of one (1) year passes without the officer receiving any further disciplinary actions.

Written reprimands which an officer receives shall be removed from that officer's personnel files once a period of two (2) years passes without the officer receiving any further disciplinary actions.

Any expired oral or written reprimands found in the employee's file that have expired will not be used against the employee and shall be removed from the file.

ARTICLE 24 -EMPLOYEE PERFORMANCE EVALUATION

Based on the fact that the Employer will enter into an Employee Performance Evaluation Program during the term of this Agreement, the Union and the Employer agree that guidelines are essential. As a result, qualifications of an officer are defined as ability, skills, experience, and job performance.

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 officer will be reviewed by his Sergeant. The completed form will then be reviewed by the Chief. Sergeants will be reviewed by the Chief.

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

ARTICLE 25 -EMPLOYEE TESTING

25.1 Statement of Policy

It is the policy of the City of Lincoln that the public has the right to expect persons employed by the City to be free from the effects of drugs and alcohol. As a public Employer, the City is subject to certain duties to maintain a drug-free workplace, under Federal and State Laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the City from fulfilling such duties, or from taking measures necessary to maintain a drug-free workplace. The Employer has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate any established rights of the officers.

25.2 Prohibitions

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business;
- (b) Officers shall immediately be subject to discharge for illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

This section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Lincoln Police Department or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

25.3 Drug and Alcohol Testing

- (a) Random Drug Testing. The City may require its officers to submit to testing as hereafter provided on a random basis up to three (3) times annually (with up to 50% of the bargaining unit tested each time) at a time and place designated by the City. Random is defined to be unit-wide and notification to be made to the affected Officer(s) immediately after the drawing. An officer shall be required to submit himself for testing upon notification. An officer may have a FOP representative present as appropriate.
- (b) Reasonable Suspicion. In addition to random test, if the Chief of Police or his designee has reasonable suspicion that an officer is under the influence of alcohol or illegal drugs during the course of the work day, the Chief of Police or Deputy Chief shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement.

- (c) **Post-Accident**. It is understood that a drug or alcohol test may be required when an employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol abuse.
- (d) **Officer-Involved Shootings (OIS)**. Employees involved in an “officer-involved shooting” must submit to drug and alcohol testing according to Illinois law. The term “officer-involved shooting” means any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. The drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer’s shift or tour of duty. The testing will be governed by the protocols outlined in 25.5 Test to be Conducted, below.

25.4 Order to Submit to Testing

At the time an officer is ordered to submit to reasonable suspicion testing authorized by this Agreement, the Chief of Police or his designee shall provide the officer with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the FOP or a private attorney at the time the order is given provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer’s taking of the test shall not be construed as a waiver of any objection or rights that he may have.

25.5 Tests to be Conducted

In conducting the testing, authorized by this Agreement, the City of Lincoln shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMSHA);
- (b) Ensure that the laboratory or facility selected conforms to all SAMSHA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- (d) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;

- (f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's expense; provided the officer makes such demand of the Chief of Police or his designee within seventy-two (72) hours of receiving the results of the test;
- (h) Require that the laboratory or hospital facility report to the Chief of Police that a blood or urine sample is positive only if both the initial screening and confirmation 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 City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the City will not use such information in any manner or forum adverse to the officer's interests;
- (i) Require that with regard to alcohol testing, for the purpose of determining whether or not the officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the City from attempting to show that lesser test results, i.e. below .04, demonstrate that the officer was under the influence of alcohol, but the City shall bear the burden of proof in such cases;
- (j) Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results at no cost to the officer;
- (k) Ensure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

25.6 Drug Testing Standards

(a) Screening Test Standards

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

Initial Test Level	
Marijuana Metabolites	100 ng/ml
Cocaine Metabolites.....	300 ng/ml
Opiate Metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines.....	1000 ng/ml

(b) Confirmatory Test Standards

All specimen 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) Benzoylcegonine

The above cut-off levels have been established based on Department of Health and Human Services Recommendations. It is understood the changes in technology an/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.

25.7 Right to Contest

The Lodge and/or the officer, with or without the Lodge, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any constitutional rights that officers may have with regard to such testing. Officers retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Lodge.

25.8 Voluntary Requests for Assistance

The City shall take no adverse employment action against an officer who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the City may require reassignment of the

officer with pay if he is then unfit for duty in his current assignment. The City may make available through its Employee Assistance Program (if available) a means by which the officer may seek referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

25.9 Discipline

In the first instance that an officer tests positive on both the initial and the confirmatory test for a prescribed drug, or is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) The officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The officer discontinues his abuse of the prescribed drug or abuse of alcohol;
- (c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) The officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to or act in accordance with the foregoing, or who test positive for illegal drugs, prescribed drugs other than those already reported to the Employer, test positive for alcohol a second or subsequent time during the hours of work or who fail to report adverse side effects of a prescribed drug to the Employer shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status through the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days (max. of sixty (60) sick days) or personal convenience days, or take an unpaid leave of absence pending treatment at his option.

The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE 26 -COLLEGE CREDIT INCENTIVE

26.1 College Credit

The Employer agrees to reimburse any officer pursuing an associates or bachelor's degree. Courses must be approved by the Chief of Police prior to enrollment and job-related in nature, which will be reimbursed at the following rates:

Final Class Grade A	100% of tuition including books
Final Class Grade B	75% of tuition including books
Final Class C	50% of tuition including books
Below Grade C for final class grade receives no reimbursement.	

Employees who as of the date of execution of this Agreement who are enrolled in a masters' degree shall continue to be reimbursed as provided above.

ARTICLE 27 -GENERAL PROVISIONS

27.1 Lodge/Council Visits

Authorized representatives of the National, State Lodge, or Labor Council shall be permitted to visit the Department during working hours to talk with officers of the local Lodge and/or representatives of the Employer concerning matters covered by this Agreement.

27.2 Right to Records

The Council/Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance, at reasonable times with the employee's consent.

27.3 Personal Property Replacement

The Employer agrees to repair or replace as necessary, an officer's eye glasses, contact lenses or prescription sun glasses, up to a maximum of \$350 or other personal property, (i.e. watch and sunglasses up to a maximum of \$50 and cell phone and flashlight up to a maximum of \$100) if such are damaged or broken, if during the course of the officer's duties the officer is required to exert physical force or is attacked by another person. Personal property regularly and specifically used by the officer in the performance of duties and approved in writing in advance by the Chief of Police or his designee shall be replaced or repaired in an amount agreed upon by the Chief or his designee.

It is understood that the person claiming said loss will have to present adequate documentation to satisfactorily justify the claim and the incident is to be documented immediately with the officer's supervisor.

27.4 Inoculations/Immunizations

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officers have been exposed to said disease in the line of duty.

27.5 Department Policy & Procedures

The Employer has the right to promulgate and enforce reasonable policy and procedures. The Union agrees that its members shall comply with all Police Department Policy and Procedures. A dispute or disagreement over the application or Policy and Procedures which affect the members of the Union shall be subject to the grievance procedure.

Should the Employer decide to change the Police Department Policy and Procedures, it shall first notify the Union, in writing, at least sixty (60) days prior to the date of implementation of the proposed change(s). Then, if requested by the Union, the parties shall meet as soon as can be mutually agreed, but without unreasonable delay, to discuss the proposed change(s) and their impact on the bargaining unit.

The Employer shall not adopt any ordinance and the Police Department shall not adopt any policy which prohibits the right of an officer to bring suit arising out of his duties as an officer.

27.6 Residency

Officers shall establish and maintain a primary residence anywhere within fifteen (15) miles of the corporate limits of the City of Lincoln; verified through mortgage documents, title documents, property tax records or lease agreement. For newly hired officers, the primary residence shall be established within 90 days of completion of their probationary period. Any time extensions of residency requirement must be approved in writing by the Chief of Police or his designee. Regardless of the provisions of this Section, employees shall not be subjected to any residency requirement which is stricter than the requirement in place at the time of their employment, as provided in Illinois statute.

27.7 Police Pension Board Training

With the advance approval of the Police Chief, an officer who is elected to the police pension board may participate in the initial 32-hour on-line state mandated training for police pension board members while on-duty without loss of regular straight time pay. Provided, however, the officer must respond to calls for service. For the 8-hour annual re-training, with the advance approval of the Police Chief, an officer on the police pension board may be relieved of duty without loss of regular straight time pay to attend the training, if the release does not create

overtime. Alternatively, an officer, with the advance approval of the Police Chief, may request the use of applicable benefit time.

27.8 Outside/Secondary Employment

Outside/Secondary Employment shall be governed by the provisions of Lincoln Police Department Policy. Appeals of denial, suspension, or revocation of outside employment shall be reviewed through the grievance and arbitration provisions of this Agreement. Any grievance shall be filed directly to Step Two-Chief of Police within ten (10) calendar days of the date the employee was notified in writing of the denial, suspension, or revocation of approval of outside/secondary employment.

ARTICLE 28 -CANINE OFFICER

28.1 Compensation

Officers appointed by the Chief of Police as Canine Officer(s) shall work and be compensated for their work, in addition to the all other compensation referenced within this Agreement, in the following manner:

The Canine Officer shall work an eleven (11) hour schedule starting at 7:00 AM and ending at 6:00 PM if the Officer is scheduled during a day shift or 6:00 PM to 5:00 AM if the Officer is scheduled during a night shift, that will allow ½ hour each day for the daily care, cleaning and maintenance of his assigned K-9 and equipment of a two week period.

All other working conditions apply as stipulated in this agreement.

28.2 Equipment

All equipment is furnished by the department shall include but not be limited to the following: Kennel/Dog Run, concrete pad, house/shelter, harnesses, leashes, training tools and equipment, regular and emergency veterinary services, food, feeding bowls and feeding buckets.

28.3 Retirement of Canine(s)

The following guidelines will be used for the retirement of police canines:

- (a) Police canines will be retired when they are no longer fit for service due to age or disability as determined by the handler and a veterinarian.
- (b) When it is determined the canine must be retired, the dog will be offered for sale to the handler for a one-time cost of \$1.00.
- (c) At the time of the purchase the handler/buyer assumes full responsibility and liability for the canine.

- (d) The Chief of Police will be notified by the canine's owner when the canine dies.
- (e) At the time of the canine's retirement from the police service, a plaque will be made honoring the canine's service to the citizens of the City of Lincoln. The plaque will include a picture of the canine and the dates of service. This plaque will be displayed in a location to be determined by the Police Chief.

ARTICLE 29 - SAVINGS CLAUSE

If any provision of this Agreement or any 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.

ARTICLE 30 -DURATION

30.1 Term of Agreement

This Agreement and its provisions shall be effective upon signing and shall continue in full force and effect from May 1, 2019 until April 30, 2022 or until a successor Agreement is executed between the parties, whichever occurs later.

30.2 Notice of Demand to Bargain

- (a) Successor Agreement: Negotiations for a successor Agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served not more than 120 days, or less than 60 days prior to April 30, 2019.
- (b) Negotiations: All negotiations between the parties under (a) or (b) above shall commence not later than fifteen (15) days after receipt of the Notice of Demand to Bargain, unless otherwise mutually agreed.

30.3 Impasse Procedures

The parties shall use the impasse procedures of 5 ILCS 315/14 to resolve any impasses that may arise in any bargaining during or at the end of the term of this Agreement.

30.4 Parties Representatives

All notices shall be served personally or by certified mail, return receipt requested on the following parties' representatives:

FOR THE EMPLOYER

Mayor
City of Lincoln
City Hall, 700 Broadway
Lincoln, Illinois 62656

FOR THE UNION

Illinois F.O.P. Labor Council
974 Clock Tower Drive
Springfield, IL. 62704

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 27th day of June 2019.

FOR THE EMPLOYER

FOR THE UNION

Mayor
City of Lincoln

Chief Negotiator
Illinois. F.O.P. Labor Council

Chief Negotiator
City of Lincoln

President FOP Lodge #208

City Clerk
City of Lincoln

Secretary FOP Lodge #208

APPENDIX A - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my employer, the City of Lincoln, Illinois, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX B - GRIEVANCE FORM



(Use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

Lodge No. / Year / Grievance No.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s) and Sections(s) of Contract violated: _____
Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



dennis@lincinonline.com

From: <dennis@lincinonline.com>
Date: Friday, May 31, 2019 11:22 AM
To: <rdunovsky@lincolmil.gov>
Subject: Out Door Sirens

Dear Chief,

Per our conversation the other day about a maintenance agreement. I have figured out a cost and what services would be included. The services would be to perform a once a year checkout of the 8 sirens. Services included are performing complete systems checkout of the control board, RF receiver, battery chargers in the sirens that have them, the batteries in the sirens that have them, all electronics and RF connections and mechanical components. Once the unit have been checked it would require us to set that siren off to confirm that is working. This would be done by using a very low wattage handheld radio and would only set off that siren this test would take 10 seconds or less and siren would be shut down.

If during our testing we find any problems we will contact you with the results and advise you of the cost to repair.

Complete check out and testing at each siren would take 2 techs x 2 hrs. It would take 2 days to complete all 8 Sirens.

The cost for this maintenance agreement would be \$2,600.00 per year.

The other thing that we discussed was that there are 3 sirens with battery enclosures that need replaced due to rust and corrosion. This would include Ophir, Jefferson and Palmer. The new enclosures are made out of stainless steel instead of just metal. The cost to replace these 3 units is \$5,137.00 this includes the enclosures and installation.

If you have any questions please contact me.

Thank you,
Dennis Bruns
President
Lincoln Land Communications, Inc.
217-735-5454
dennis@lincinonline.com

6/4/2019

REQUEST TO PERMIT

DATE: 6/11/19

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

The annual Old-Fashioned Children's Walking

Parade on Thursday July 4th. The parade is

put on by the Lincoln Park District. It will

start at 10:00am and take no longer than

an hour. We are looking forward to this

event! Start at Scully Park, travel one block on

McLean turn left on Wright proceed to Park District
Police Escort needed block Decatur between Kickapoo + McLean - Baracades
to Block Decatur off

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 _____.

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: Lincoln Park District

Address: 1400 Railer way

Phone: 217-732-8770 Cell: _____

Email: aneece@lincolnparkdistrict.com



Certificate No.: 4
Member Number: 25

CERTIFICATE OF COVERAGE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the coverage document(s) listed below.

NAME & ADDRESS OF MEMBER: Lincoln Park District
1400 Railer Way
Lincoln, IL 62656

This is to certify that the coverage document(s) listed below have been issued to the Member named above and are in force at this time. Notwithstanding any requirement, term or condition of any agreement or other document with respect to which this Certificate may be issued or may pertain, the coverage(s) afforded is subject to all the terms, exclusions and conditions of the Coverage Agreement(s).

TYPE OF COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMIT OF COVERAGE
General Liability	07/01/2018	07/01/2019	\$0 Deductible \$2,000,000 Limit

CANCELLATION: Should the above described coverage document(s) be cancelled, the Illinois Parks Association Risk Services will endeavor to mail 30 days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the pool.

SPECIAL CONDITIONS/OTHER COVERAGES: your 5k Race on June 1st, 2019
& your Parade on July 4th, 2019

NAME & ADDRESS OF CERTIFICATE HOLDER:
City of Lincoln
700 Broadway Street
Lincoln, IL 62656

DATE ISSUED: 04/09/2019


Authorized Representative

E-MAIL TRANSMISSION (wwoodhall@lincoln.il.gov)

June 17, 2019

**Mr. Wes Woodhall
City of Lincoln
700 Broadway Street
Lincoln, IL 62656**

**RE: Proposal for Asbestos Abatement Services
Streets Department Building
227 N. Kickapoo Street, Lincoln, IL 62656**

Dear Mr. Woodhall:

KAM Services, Inc. (KAM) is pleased to provide you with the following proposal to provide asbestos abatement services at the former Street Department Building located at 227 N. Kickapoo Street in Lincoln, Illinois. We plan to provide the removal and disposal of asbestos containing material (ACM) as outlined in the inspection report. The work will be performed prior to the planned demolition of the building.

KAM is prepared to provide the necessary labor, materials and equipment to perform the work to remove and dispose of the quantities and types of asbestos containing materials identified in the inspection report. We plan to provide the removal and disposal of approximately 770 lineal feet of asbestos containing pipe and fitting insulation, 530 square feet of transite board and 410 square feet of floor tile located at various locations in the building.

The work does not include the removal of category 1 non-friable ACM's including asphalt roofing products, packing and gaskets. The IEPA does not require removal of these category 1 non-friable materials when they will be disposed of at a landfill and not be recycled.

KAM has not included in our quote for the removal and disposal of possible mercury containing light bulbs and thermostats, and PCB containing ballasts that may be located in the buildings. The work does not include the removal and disposal of possible lead-based paint that may be on the various building components, PCB's in electrical transformers, as well as refrigerants in equipment, appliances and air conditioners.

We plan to remove asbestos containing materials using glovebag removal methods and non-friable removal methods. This type of removal does not require the construction of a containment nor does it require clearance air sampling at the completion of abatement activities. The asbestos abatement activities will be performed in accordance with all applicable federal, state and local regulations. All asbestos containing waste will be disposed of at an IEPA approved landfill.

There is a ten working day notification that must be submitted to the Illinois Environmental Protection Agency which we will be responsible for submitting. We can commence with the work following the required ten-day notification and have all work completed within five (5) to seven (7) working days. We anticipate the work on this project to be performed during normal work days and normal business hours. KAM Services will utilize workers that are licensed by the IDPH to perform asbestos abatement work and we will adhere to the requirements of the Prevailing Wage Act for Logan County.

Proposal for Asbestos Abatement Services
Streets Department Building
227 N. Kickapoo Street, Lincoln, IL 62656
June 17, 2019
Page 2

Our services as outlined above will be provided for the lump sum of **Nineteen Thousand, Nine Hundred Fifty-Five Dollars (\$19,955.00)**. We agree to hold the quoted price open for ninety (90) days after the date of this proposal.

The quote does not include the cost for payment and performance bonds. If KAM is required to provide bonds for the project, the costs will be added to the aforementioned quote. We understand that there is adequate electricity and water supplied to the building. We request that these utilities remain on until after the abatement has been completed, as we have not included in our price for temporary utilities.

An invoice will be submitted upon completion of the work. Our terms for payment are "Net 30 Days." Unpaid balances are subject to finance charges equal to eighteen percent (18%) per annum (1.5% monthly). A non-payment may result in a lien on the property and the responsible party will be liable for all court costs and attorney fees required to procure payment.

If you have any questions regarding this proposal, please call me at 217-235-9537. We are prepared to initiate the project upon your acceptance of this proposal. If you accept this proposal, please sign the "Proposal Accepted By" portion of this letter and return a copy of this letter to our office. Thank you for the opportunity to present you with our proposal.

Sincerely,
KAM Services, Inc.

Mark E. Mitchell

Mark E. Mitchell
President

Proposal

Accepted By: _____

(Signature)

Printed Name: _____

Title: _____

Dated: _____

Asbestos Inspection Report

For

**Lincoln City Streets Building
227 N. Kickapoo Street
Lincoln, IL 62656**



Prepared By

KAM

SERVICES

KAM Services, Inc.

601 Broadway Ave., Suite 2

P.O. Box 1515

Mattoon, Illinois 61938

(217) 235-9537

Prepared For

Mr. Wes Woodhall

City of Lincoln

700 Broadway Street

Lincoln, IL 62656

June 5, 2019

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ASBESTOS INSPECTION REPORT

LINCOLN CITY STREETS BUILDING

227 N. KICKAPOO STREET

LINCOLN, IL 62656

Introduction

KAM Services, inc. (KAM) was retained by Wes Woodhall with the City of Lincoln to conduct an asbestos inspection of the Lincoln City Streets Building located at 227 N. Kickapoo Street in Lincoln, Illinois. On June 5, 2019, KAM performed an asbestos inspection and sampling of the building. The primary purpose of the asbestos inspection was to identify asbestos containing materials (ACM) prior to the planned demolition of the building. The asbestos inspection was performed by Mark E. Mitchell, IDPH License #100-00360 (See Appendix B for credentials).

An asbestos survey is required by the United States Environmental Protection Agency (USEPA) to maintain compliance with the National Emission Standards for Hazardous Air Pollutants (NESHAP). As of November 20, 1990, the building owner/operator is required to have completed an asbestos survey prior to renovation or demolition. Renovation means altering a facility or one or more facility components in any way or including the stripping or removal of a regulated asbestos containing material (RACM) from a facility component. Demolition means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling with operations or the intentional burning of any facility. An asbestos-containing material (ACM), is defined by the Asbestos NESHAP, as any material containing greater than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM).

Narrative Description

It is estimated that the Lincoln City Streets Building was constructed around 1940 and is approximately 8,680 square feet. The building consists of a first floor and mezzanine with the predominate construction type of the building being masonry and steel/wood frame construction. The exterior of the building is concrete block and it has a barrel vault built-up roof. The building interior walls are concrete block while the ceilings are exposed structure, concrete or transite. The building was preciously heated by steam boiler which has been removed. Gas unit heaters were later added in some areas. The building was never cooled. The domestic hot water was provided by an electric hot waters. The abandon steam piping is insulated with asbestos while the hot and cold water piping was not insulated.

General Comments

The asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by experienced and knowledgeable professionals who are

appropriately licensed and trained to perform asbestos building inspections. KAM used due diligence in inspecting the building and sampling suspect ACM's. The inspection did not include the demolition or dismantling of walls in order to inspect these types of inaccessible areas. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in this report is relevant to the date on which this survey was performed, and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by the Owner for specific application to their project. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or if remediation is deemed necessary. KAM Services, Inc. does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

Scope of Work

Inspection and sampling procedures were performed in general accordance with the guidelines published by the USEPA in Title 40, Code of Federal Regulations (CFR), Part 61, Subpart M, November 20, 1990, as amended, the Asbestos Hazard Emergency Response Act (AHERA) 40 CFR Part 763 Subpart E, as well as guidelines published by OSHA Standard 29 CFR 1910.1001 and 29 CFR 1926.1101.

The inspection consisted of three major activities: visual inspection, sampling, and reporting. An inspector accredited by the USEPA and licensed by the IDPH performed the asbestos building inspection. An initial building walkthrough was conducted to determine the presence of suspect materials that were accessible or could be exposed through minimal hand demolition. The inspector determined areas of the suspect materials that were visually similar in color, texture, general appearance, and which appeared to have been installed at the same time. Such materials are termed "homogeneous areas" by the USEPA.

Following the USEPA inspection protocol, each identified suspect homogeneous area was given one of the following USEPA designations:

Surfacing Materials - materials sprayed or troweled to building members.

Thermal System Insulation - materials generally applied to various mechanical systems.

Miscellaneous Materials - any materials which do not fit either of the above designations.

Following the preliminary walkthrough, the inspector collected the appropriate number of samples from each homogeneous area in accordance with approved regulatory guidelines based on the type and quantity of each material. Samples were collected using a homogeneous area designation and a sequential numbering scheme (i.e., the second sample taken from the floor tile was identified as MFA-2). The SACM's were misted with

amended water to prevent a fiber release, carefully cut with a utility knife or coring tool and placed in a sealed "whirl-pak" plastic bag.

The thirteen (13) bulk samples that were collected on 06/05/2019, were shipped under strict chain of custody protocol to EMSL Analytical, Inc. in Indianapolis, Indiana for Polarized Light Microscopy (PLM) analysis with dispersion staining methods. PLM analysis is described by the interim method of the determination of asbestos in bulk insulation, Federal Register, Volume 47, No. 103, May 27, 1982. This is a standard method of analysis in optical mineralogy and the currently specified method for the determination of asbestos in bulk samples in Appendix A, Subpart F, 40 CFR Part 763, Section 1. A suspect material is immersed in a solution of a known refractive index and subjected to illumination by polarized light. The characteristic color is displayed which enables mineral identification.

It should be noted that some ACM's might not be accurately identified and/or quantified by PLM. As an example, the original fabrication of vinyl floor tiles routinely involved milling of asbestos fibers to extremely small sizes. Consequently, these fibers may go undetected under the standard polarized light microscopy method. Transmission Electron Microscopy (TEM) would be required for a more definitive analysis of these types of materials.

Identification of Suspect Materials

The following suspect ACM's were identified during the inspection.

Lincoln Streets Building

Homogeneous Area	Material Description	Samples Collected	Lab Results
TPA	Pipe Insulation (Aircell)	1	30% Chrysotile
TPA	Pipe Fitting Insulation (On Aircell)	1	20% Chrysotile
MFA/A	12"x12" Floor Tile	2	2% Chrysotile
MFA/B	12"x12" Floor Tile Mastic	2	None Detected
MMA	Window Glazing Compound	2	None Detected
MMB	Window/Door Caulking	2	<1% Chrysotile
MMC	Built-Up Roofing	2	3-5% Chrysotile
MTA	Transite Board	1	30% Chrysotile
Total Samples Collected		13	

- 1) Composite samples were taken of the floor tile and mastic.
- 2) Sample appearance in the field may vary from laboratory appearance.

Results of Laboratory Analysis

Sampling results indicate that five (5) of the sampled materials are considered ACM's by the USEPA. Please refer to (Appendix A - Laboratory Analysis) for further detail. When sampling results indicate or assume that a material is an ACM, the material is categorized as follows:

Asbestos-Containing Material (ACM) - is any material containing more than one percent asbestos as determined by USEPA-approved methods.

Regulated Asbestos-Containing Material (RACM) - any of the following:

1. Friable asbestos material is any material containing more than one percent asbestos that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure.
2. Category I non-friable ACM that has become friable or that will be or has been subjected to sanding, grinding, cutting or abrading.
3. Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or demolition operations.

Category I Non-friable Asbestos-Containing Material - asbestos-containing packings, gaskets, resilient floor coverings and asphalt roofing.

Category II Non-friable Asbestos-Containing Material - any material, excluding Category I non-friable ACM's, that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

The following table identifies the ACM's by homogeneous area, material description, USEPA Category, location and estimated quantity.

Lincoln Streets Building

Homo. Area	Material Description	USEPA Category	Location	Estimated Quantity
TPA	Pipe Insulation (Aircell)	RACM	Throughout the building	710 l.f.
TPA	Pipe Fitting Insulation (On Aircell)	RACM	Throughout the building	60 ea.
MFA/A	12"x12" Floor Tile	Category I Non-Friable	Office	410 s.f.
MMC	Built-Up Roofing	Category I Non-Friable	Throughout Roof	9,570 s.f.

Homo. Area	Material Description	USEPA Category	Location	Estimated Quantity
MTA	Transite Board	Category II Non-Friable	North garage around top of office wall, office ceiling, locker room beneath stair	530 s.f

- 1) Quantities are approximate and should be field verified.
- 2) Laboratory differentiated layers within the original sample of the floor tile and mastic.
- 3) Floor tile and mastic is installed on concrete.

Recommendations

- **Notification** - In accordance with 40 CFR 61.145(b), building owners are required to submit a 10-day notification prior to renovation and/or demolition projects, regardless of the presence of RACM's, to the Illinois Environmental Protection Agency (IEPA). Notification must be made on forms approved by IEPA. The Illinois Commercial & Public Building Act requires building owners to submit a 2-day notification prior to friable asbestos abatement projects ranging in size from 3 square feet/3 linear feet to 160 square feet/260 linear feet.

It should be noted that some municipalities have permit fees or other regulations regarding asbestos abatement and/or demolition activities. A person should check with local authorities prior to demolition/renovation activities.

- **RACM's** - A total of two (2) RACM's were identified during the asbestos survey. RACM's must be properly removed by a licensed asbestos abatement contractor prior to demolition and prior to renovation if the materials are to be disturbed. In the event any additional RACM's are discovered in the demolition debris, they must be properly removed and disposed of by a licensed asbestos abatement contractor in accordance with applicable regulations.

According to USEPA Title 40 CFR Part 61.145(c)(iii): An RACM need not be removed before demolition if it was not accessible for testing and was, therefore, not discovered until after demolition began and, as a result of the demolition, the material cannot be safely removed. If not removed for safety reasons, the exposed RACM and any asbestos contaminated debris must be treated as asbestos containing waste and adequately wet at all times until properly disposed at a landfill approved to accept asbestos containing waste.

- **Category I Non-friable ACM's** - A total of two (2) Category I Non-Friable ACM's were identified during the asbestos survey. Generally, these materials do not have to be removed prior to building renovation and/or demolition, unless the materials are made friable by those operations. In addition, materials which are adhered to substrates not intended for recycling (e.g., wood) need not be removed prior to building demolition and can be taken to an approved landfill as general construction debris. Operations such as power chipping, grinding, abrading, cutting or drilling

could make the materials friable. If these operations are likely to occur, the materials must be properly removed. If the materials are attached to a subbase such as concrete/masonry and/or metal products that are scheduled to be recycled, the materials must be properly removed prior to recycling. At the present time, the EPA does not allow either Category I or II non-friable demolition debris to go to any recycling facility that will sand, grind, cut or abrade it or otherwise turn it into RACM waste. Recycling facilities which cause non-RACM waste to become RACM waste are subject to the provisions of the asbestos NESHAP regulation.

Intact removal may be performed by non-licensed personnel if the employer of these personnel is prepared to meet applicable OSHA requirements. Gross removal must be performed by an Illinois Department of Public Health (IDPH) licensed contractor using licensed supervisors and workers.

The IEPA prefers the use of rubber-tread track-hoes for demolition procedures which involve driving on or parking over any Category I non-friable materials. Adequate water must also be utilized at the site to minimize fugitive emissions during demolition.

- **Category II Non-friable ACM's** - A total of one (1) Category II Non-Friable ACM's were identified during the asbestos survey. These materials must be properly removed prior to demolition since it likely to render the material friable RACM. The materials are required to be removed prior to renovation if the materials are to be disturbed.

Intact removal may be performed by non-licensed personnel if the employer of these personnel is prepared to meet applicable OSHA requirements. Gross removal must be performed by an Illinois Department of Public Health (IDPH) licensed contractor using licensed supervisors and workers in accordance with applicable regulations as administered in the State of Illinois.

In the event additional Category II Non-Friable ACM's are discovered in the demolition debris, they must be properly removed and disposed of by a licensed asbestos abatement contractor in accordance with applicable regulations as administered in the State of Illinois.

- **Work Procedures** - (In the event ACM's are identified in the demolition and/or renovation debris). Removal of ACM's shall be conducted in accordance with NESHAP regulations 40 CFR 61, Subpart M; OSHA regulations 29 CFR 1926.1101 and Illinois Commercial & Public Building Act, Subpart D. Asbestos containing building materials (ACBM's) may be temporarily stored at the work area until completion of the abatement project. Temporarily stored ACBM's shall meet the waste storage requirements of NESHAP regulations 40 CFR 61, Subpart M. At the conclusion of the abatement project, all temporarily stored ACBM's shall be removed from the work area and transported to a regulated landfill location approved for disposal of asbestos-containing waste.

- **Intentional Burning** - As stated in the November 1990 asbestos NESHAP revision CFR (see 61.145(c)(10)): If a facility is demolished by intentional burning, all RACM, including Category I and Category II non-friable ACM, must be removed in accordance with the NESHAP before burning. Abandoned buildings utilized by fire departments for practice exercises involving burning are subject to this requirement. A permit must be obtained from all applicable federal, state and local agencies prior to commencing with the open burning.
- **Clearance Air Monitoring (projects greater than 3 square feet/3 linear feet)** - After the completion of the final clean and when all surfaces in the work area are dry, the contractor, the building owner or the building owner's designee shall inspect the work for visible residue. If the area is clear of residue, the contractor, the building owner or the building owner's designee shall notify an air sampling professional that the work area is ready for clearance air monitoring. Air sampling shall be conducted by an air sampling professional. The air sampling professional is allowed to use Phase Contrast Microscopy (PCM) for clearance air monitoring in public and commercial buildings in lieu of Transmission Electron Microscopy (TEM).

Required Samples:

A minimum of two samples shall be collected for areas up to 1,000 sq. ft.

A minimum of five samples shall be collected for areas larger than 1,000 sq. ft. but not exceeding 50,000 sq. ft.

One additional sample shall be collected for every 10,000 sq. ft. exceeding 50,000 sq. ft.

Each sample result shall be less than or equal to 0.01 f/cc. If the air sampling results indicate a concentration of airborne asbestos fibers in excess of the clearance criteria, the contractor shall not be released until the contained area meets clearance criteria.

The building owner shall give a copy of the test results to the contractor and retain a copy for its records for three years.

- **Asbestos Competent Person** - In Section 17 of the IEPA notification form, the owner/operator must certify that at least one representative, trained in the provisions of 40 CFR 61 Subpart M (i.e., NESHAP-Asbestos), is on-site during demolition. The representative must carry on his/her person evidence that such training has been completed.

APPENDIX A

LABORATORY ANALYSIS



EMSL Analytical, Inc.

6340 CastlePlace Dr. Indianapolis, IN 46260

Tel/Fax: (317) 803-2997 / (317) 803-3047

http://www.EMSL.com / indianapolislab@emsl.com

EMSL Order: 161911082

Customer ID: KAM82

Customer PO:

Project ID:

Attention: Mark Mitchell

KAM Services, Inc.

601 Broadway Ave, Suite 2

PO Box 1515

Mattoon, IL 61938

Phone: (217) 235-0298

Fax: (217) 235-0299

Received Date: 06/07/2019 11:00 AM

Analysis Date: 06/12/2019

Collected Date: 06/08/2019

Project: LINCOLN CITY STREETS BUILDING, 227 N KICKAPOO STREET, LINCOLN, IL 62656-191056

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
TPA-1 161911082-0001	PIPE INSULTATIONS (AIRCELL) / NORTH GARAGE	White Fibrous Homogeneous	60% Cellulose	10% Non-fibrous (Other)	30% Chrysotile
TJA-1 161911082-0002	PIPE FITTING INSULATION (ON AIRCELL) / NORTH GARAGE	Gray/White Non-Fibrous Homogeneous	10% Cellulose 55% Min. Wool	15% Non-fibrous (Other)	20% Chrysotile
MFA-1-Floor Tile 161911082-0003	12"x12" FLOOR TILE & MASTIC / OFFICE	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
MFA-1-Mastic 161911082-0003A	12"x12" FLOOR TILE & MASTIC / OFFICE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MFA-2-Floor Tile 161911082-0004	12"x12" FLOOR TILE & MASTIC / OFFICE	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
MFA-2-Mastic 161911082-0004A	12"x12" FLOOR TILE & MASTIC / OFFICE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MMA-1 161911082-0005	WINDOW GLAZING COMPOUND / EXTERIOR SOUTH END	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MMA-2 161911082-0006	WINDOW GLAZING COMPOUND / EXTERIOR SOUTH END	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
MMB-1 161911082-0007	WINDOW CAULKING / EXTERIOR EAST SIDE	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
MMB-2 161911082-0008	DOOR CAULKING / EXTERIOR WEST SIDE	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
MMC-1 161911082-0009	BUILT-UP ROOFING / ROOF NORTH END	Black Fibrous Heterogeneous	25% Cellulose 15% Glass	65% Non-fibrous (Other)	5% Chrysotile
MMC-2 161911082-0010	BUILT-UP ROOFING/ ROOF SOUTH END	Black Fibrous Homogeneous	10% Cellulose 20% Glass	67% Non-fibrous (Other)	3% Chrysotile
MTA-1 161911082-0011	TRANSITE BOARD / OFFICE	Gray/White Fibrous Homogeneous		70% Non-fibrous (Other)	30% Chrysotile

Initial report from: 06/12/2019 18:54:26



EMSL Analytical, Inc.

6340 CastlePlace Dr. Indianapolis, IN 46250

Tel/Fax: (317) 803-2897 / (317) 803-3047

<http://www.EMSL.com> / Indianapolislab@emsl.com

EMSL Order: 161911082

Customer ID: KAM62

Customer PO:

Project ID:

Analyst(s)

Amanda Straw (8)

Jedda Moffett (5)

Richard Harding, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-triable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Indianapolis, IN NVLAP Lab Code 200188-0, AZ0939, CA 2675, CO AL-15132, TX 300262, LA 04135

Initial report from: 06/12/2019 15:54:26



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

161911082

EMSL Analytical, Inc.
6340 Castleplace Drive
Indianapolis, IN 46250
Phone: (317) 803-2997
Fax: (317) 803-3047

Company:	KAM Services, Inc.	Bill To:	KAM Services, Inc. (KAM62)
Address1:	601 Broadway Ave., Suite 2	Address1:	601 Broadway Ave., Suite 2
Address2:	P.O. Box 1515	Address2:	P.O. Box 1515
City, State:	Mattoon, IL	City, State:	Mattoon, IL
Zip/Post Code:	61938	Zip/Post Code:	61938
Country:	USA	Country:	USA
Contact Name:	Mark E. Mitchell	Attn:	Kyndall R. Edwards
Phone:	(217) 235-9537	Phone:	(217) 235-9537
Fax:	(217) 235-0299	Fax:	(217) 235-0299
Email:	markm@kamservicesinc.com	Email:	kyndalle@kamservicesinc.com
U.S. State Samples Taken	IL	Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Mail	
Project Name/Number:	Lincoln City Streets Building, 227 N. Kickapoo Street, Lincoln, IL 62656 / 19-1056		

MATRIX		
<input type="checkbox"/> Air	<input type="checkbox"/> Soil	<input type="checkbox"/> Micro-Vac
<input checked="" type="checkbox"/> Bulk	<input type="checkbox"/> Drinking Water	
<input type="checkbox"/> Wipe	<input type="checkbox"/> Wastewater	

TURNAROUND TIME (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hours	<input type="checkbox"/> 6 Hours		<input type="checkbox"/> 24 Hours (1 day)
<input type="checkbox"/> 48 Hours (2 Days)	<input checked="" type="checkbox"/> 72 Hours (3 Days)	<input type="checkbox"/> 96 Hours (4 Days)	<input type="checkbox"/> 120 Hours (1 Week)
<input type="checkbox"/> 2 Week			

* For TEM Air 3 hr, 6 hr, please call ahead to schedule. * There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign authorization form for this services. Analysis complete in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

<p>PCM - Air <input type="checkbox"/> Check if samples from NY</p> <p><input type="checkbox"/> NIOSH 7400</p> <p><input type="checkbox"/> w/ OSHA 8hr. TWA</p> <p>PLM - Bulk (reporting limit)</p> <p><input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)</p> <p><input type="checkbox"/> PLM EPA NOB (<1%)</p> <p>Point Count</p> <p><input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<.1%)</p> <p>Point Count w/Gravimetric</p> <p><input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<.1%)</p> <p><input type="checkbox"/> NYS 198.1 (friable in NY)</p> <p><input type="checkbox"/> NYS 198.6 NOB (non-friable-NY)</p> <p><input type="checkbox"/> NIOSH 9002 (<1%)</p>	<p>TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only)</p> <p><input type="checkbox"/> AHERA 40 CFR, Part 763</p> <p><input type="checkbox"/> NIOSH 7402</p> <p><input type="checkbox"/> EPA Level II</p> <p><input type="checkbox"/> ISO 10312</p> <p>TEM - BULK</p> <p><input type="checkbox"/> TEM EPA NOB</p> <p><input type="checkbox"/> NYS NOB 198.4 (non-friable-NY)</p> <p><input type="checkbox"/> Chatfield SOP</p> <p><input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5</p> <p>TEM - Water: EPA 100.2</p> <p>Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking</p> <p>All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking</p>	<p>TEM - Dust</p> <p><input type="checkbox"/> Microvac - ASTM D 5755</p> <p><input type="checkbox"/> Wipe - ASTM D6480</p> <p><input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)</p> <p>Soil/Rock/Vermiculite</p> <p><input type="checkbox"/> PLM EPA 600/R-93/1166 milling prep (<1%)</p> <p><input type="checkbox"/> PLM EPA 600/R-93/1166 milling prep (<0.25%)</p> <p><input type="checkbox"/> TEM EPA 600/R-93/1166 milling prep (<0.1%)</p> <p><input type="checkbox"/> TEM Qualitative via Filtration Prep</p> <p><input type="checkbox"/> TEM Qual. via Drop-Mount Technique</p> <p><input type="checkbox"/> Cincinnati Method EPA 600/R-04/004-PLM/TEM</p> <p>Other:</p> <p><input type="checkbox"/></p>
<p><input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogeneous Group</p>		<p>Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm</p>
<p>Samplers Name: Mark Mitchell</p>		<p>Samplers Signature:</p>

Attached 6-7-19 11:05am UPS



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS DIVISION

Asbestos Chain of Custody
EMSL Order Number (Lab Use Only):

161911082

EMSL Analytical, Inc.
6340 Castleplace Drive
Indianapolis, IN 46250
Phone: (317) 803-2997
Fax: (317) 803-3047

Client Sample # (s) See Below

Total Samples #: 11

Relinquished: Mark Mitchell Date: 06/06/2019

Time: 5:00 p.m.

Received: Date:

Time:

Relinquished: Date:

Time:

Received: Date:

Time:

SAMPLE NUMBER	SAMPLE DESCRIPTION/LOCATION	VOLUME (if applicable)
TPA-1	Pipe Insulation (Aircell) / North Garage	
TJA-1	Pipe Fitting Insulation (On Aircell) / North Garage	
MFA-1	12"x12" Floor Tile & Mastic / Office	
MFA-2	12"x12" Floor Tile & Mastic / Office	
MMA-1	Window Glazing Compound / Exterior South End	
MMA-2	Window Glazing Compound / Exterior East Side	
MMB-1	Window Caulking / Exterior East Side	
MMB-2	Door Caulking / Exterior West Side	
MMC-1	Built-Up Roofing / Roof North End	
MMC-2	Built-Up Roofing / Roof South End	
MTA-1	Transite Board / Office	

APPENDIX B

**INSPECTOR'S & MANAGEMENT
PLANNER'S LICENSES**



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

MARK E MITCHELL
 11113 E LAKE EDWARD LANE
 EFFINGHAM, IL 62401

3/27/2019



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 00360

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

		ASBESTOS PROFESSIONAL LICENSE		ENDORSEMENTS SUPERVISOR/WORKER INSPECTOR MANAGEMENT PLANNER		TC EXPIRES 2/5/2020 2/8/2020 2/8/2020	
ID NUMBER 100 - 00360	ISSUED 3/27/2019	EXPIRES 05/15/2020			Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.		
MARK E MITCHELL 11113 E LAKE EDWARD LANE EFFINGHAM, IL 62401 Environmental Health							

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
 EMAIL Address: dph.asbestos@illinois.gov

Reliable
Environmental
Solutions, Inc. **RES**

This is to certify that **Mark Mitchell**

has on 02/06/19, in Springfield, Illinois,
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II

Asbestos Building Inspector Refresher Training

*as accredited by the State of Illinois and approved by the U.S.E.P.A. under 40 CFR 763 (AHERA)
and passed the associated examination with a score of 70% or higher*

Course Date: February 6, 2019
Examination Date: February 6, 2019
Expiration Date: February 6, 2020
Certificate Number: BIR/0783

COURSE LENGTH: 4 HOURS

William S. Williams
Training Program Manager, William S. Williams

4211 Westgate Drive, Springfield, Illinois ☐ 217.787.9800 ☐ 217.787.9801 FAX ☐ www.ReliableEnv.com

The University of Illinois at Chicago
School of Public Health

MIDWEST ASBESTOS INFORMATION CENTER

Certifies that

MARK M. MITCHELL

Has Attended the Continuing Education Course

BUILDING INSPECTION

and Successfully Passed the Competency Exam



Date of issuance **MARCH 16, 1988**

Date of Expiration **MARCH 16, 1989**

Audrey K. Gordon

Director
Continuing Education

Jacob A. Swody MD

Dean
School of Public Health

Reliable
Environmental
Solutions, Inc. **RES**

This is to certify that **Mark Mitchell**

*has on 02/06/19, in Springfield, Illinois,
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II*

Asbestos Management Planner Refresher Training

*as accredited by the State of Illinois and approved by the U.S.E.P.A. under 40 CFR 763 (AHERA)
and passed the associated examination with a score of 70% or higher*

Course Date: February 6, 2019

COURSE LENGTH: 4 HOURS

Examination Date: February 6, 2019

Expiration Date: February 6, 2020

Certificate Number: MPR/0374

William S. Williams

Training Program Manager, William S. Williams

4211 Westgate Drive, Springfield, Illinois ☐ 217.787.9800 ☐ 217.787.9801 FAX ☐ www.ReliableEnv.com

The University of Illinois at Chicago
School of Public Health

A7338

MIDWEST ASBESTOS INFORMATION CENTER

Certifies that

MARK E. MITCHELL

Has Attended the Continuing Education Course

MANAGEMENT PLANNING

(Accredited under AHERA by EPA)

Which has been fully approved and accredited by the Illinois
Department of Public Health

and Successfully Passed the Competency Exam

With a minimum score of at least 70%

DATE OF EXAMINATION: 11-30-90

Date of Issuance 11-30-90

COURSE DATE: 11-29-30-90

Date of Expiration 11-30-91



Audrey K. Gordon

Director
Continuing Education

Jacob A. Swody MD

Dean

APPENDIX C

LABORATORY ACCREDITATION

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200188-0

EMSL Analytical, Inc.
Indianapolis, IN

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2019-04-01 through 2020-03-31

Effective Dates




For the National Voluntary Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

EMSL Analytical, Inc.
6340 Castleplace Dr.
Indianapolis, IN 46205
Mr. Richard Harding
Phone: 317-803-2997 Fax: 317-803-3047
Email: rharding@emsl.com
<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200188-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

A handwritten signature in black ink, appearing to read "Dana S. Gorman".

For the National Voluntary Laboratory Accreditation Program

DRUG & ALCOHOL ABUSE POLICY

Section 1 – PURPOSE

The City of Lincoln has adopted the following policy that not only meets, but exceeds the Federal Motor Carrier Safety Administration (FMCSA) regulations on drug and alcohol abuse as set forth in 49 CFR Parts 40 and 382. This policy supersedes any previous drug and alcohol policy or agreement that may be in existence prior to the effective date of this policy.

All CDL drivers are subject to drug and alcohol testing as required by law.

This policy becomes effective _____, and supersedes any previous employee policy or agreement.

Any questions or assistance needed regarding the City of Lincoln's CDL Drug & Alcohol Testing Program should be directed to:

NAME(S): City Administrator, which is currently Elizabeth Kavelman

OFFICE LOCATION: 700 Broadway

Lincoln, Illinois 62656

PHONE: (217)732-2122

Section 2 - DEFINITIONS

ADULTERATED SPECIMEN is a urine specimen containing a substance that is not a normal constituent or containing an endogenous substance (originating or produced from within) at a concentration that is not a normal physiological concentration.

AIR BLANK is a reading by an evidential breath testing device (EBT) of ambient air containing no alcohol. (For EBTs that use gas chromatography technology, it is a reading of the device's internal standard).

ALCOHOL SCREENING DEVICE (ASD). A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List for such devices.

ALCOHOL USE. The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication,) containing alcohol.

BREATH ALCOHOL TECHNICIAN (BAT) is an individual who instructs and assists individuals in the alcohol testing process and operates an EBT. A BAT may also act as a Screening Test Technician (STT) who instructs and assists individuals in the alcohol testing process and operates an ASD.

CANCELED TEST is a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or in which 49 CFR Part 40 otherwise requires a test to be cancelled. A cancelled test is neither a positive nor a negative test.

COLLECTOR is a person who instructs and assists individuals at a collection site and who receives and makes a screen examination of the urine specimen provided by individuals.

COMMERCIAL DRIVERS LICENSE (CDL) means a license issued by a State or other jurisdiction, in accordance with the standards contained in 49 CFR Part 383, to an individual which authorizes the individual to operate a class of commercial motor vehicle.

COMMERCIAL MOTOR VEHICLE (CMV) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle --

- (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- (2) has a gross vehicle weight rating of 26,001 or more pounds; or
- (3) is designed to transport 16 or more passengers, including the driver; or
- (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

CONFIRMATION (or confirmatory) TEST. In drug testing, a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine. In alcohol testing, a second test, following a screening test with a result of 0.02 or higher that provides a quantitative data of alcohol concentration.

CONSORTIUM is the Mid-West Truckers Association Drug and Alcohol Testing Consortium (hereinafter called the Consortium). The Consortium is a service agent that provides and coordinates the provisions of a variety of drug and alcohol testing services through other services agents for its participants.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS) is the Department or any designee of the Secretary, Department of Health and Human Services.

DILUTE SPECIMEN. A specimen with creatinine and specific gravity values that is lower than expected for human urine.

DOT means the U.S. Department of Transportation.

DRIVER means any person who operates any commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer. Driver includes both applicants for employment (subject to pre-employment testing) and current drivers employed by the employer.

EMPLOYEE means the same as Driver.

EMPLOYER means an entity employing one or more employees (including an individual who is both the employer and the employee) that is subject to 49 CFR Parts 382 and 40.

EVIDENTIAL BREATH TESTING DEVICE (EBT) is a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the .02 alcohol concentrations, placed on NHTSA's Conforming Products List (CPL) of Evidential Breath Measurement Devices, and identified on the CPL as conforming with model specifications available from NHTSA's Traffic Safety Programs.

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) is the federal agency responsible for the administration of federal regulations for commercial motor vehicle drivers.

GOVERNMENT ENTITY means the same as Employer.

INITIAL TEST (or screening test) - In drug testing, it is the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites. In alcohol testing, it is an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

INVALID RESULT is the result reported by a laboratory for a urine specimen that contains an unidentified adulterant contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

LICENSED MEDICAL PRACTITIONER means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, state, local or foreign laws and regulations, to prescribe controlled substances and other drugs.

MEDICAL REVIEW OFFICER (MRO) is a licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. The MRO must be knowledgeable of and have clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results. The MRO must be knowledgeable of issues relating to adulterated and substituted specimens as well as the possible causes of specimens having an invalid result.

OXIDIZING ADULTERANT is a substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or drug metabolites, or affects the reagents in either the initial or confirmatory drug test.

PRIMARY SPECIMEN - In drug testing, it is the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of validity testing.

REFUSAL TO TEST (alcohol or controlled substances) means that a driver:

1. Fails to show up for any test within a reasonable time after being directed to do so by the employer or to remain at the testing site until the testing process is complete. This includes the failure of a driver (including an owner/operator) to appear for a test when called by the Consortium;
2. Fails to provide a urine specimen or fails to attempt to provide a saliva or breath specimen for any drug or alcohol test as required by this policy and 49 CFR Parts 382 and 40;
3. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring in providing a specimen;
4. Fails to sign the certification at Step 2 of the Alcohol Testing Form;
5. Fails to provide a sufficient amount of urine or a sufficient amount of breath, when directed; unless it has been determined, through a required medical evaluation, that there was an adequate medical explanation for the failure;
6. Fails or declines to take an additional test the employer or collector has directed the driver to take;
7. Fails to undergo an additional medical examination or evaluation as directed by the MRO as part of the verification process, or as directed by the employer concerning the evaluation as part of the shy bladder or insufficient breath procedures;
8. Fails to cooperate with any part of the drug or alcohol testing process (e.g., refuses to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector);
9. For an observed collection, fails to follow the observer's instructions to raise his/her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;

10. Possesses or wears a prosthetic or other device that could be used to interfere with the collection process; or
11. Admits to the collector or the MRO that the driver has adulterated or substituted the specimen.

It is also considered a refusal to test (which is the same as a positive test) when the driver refuses to test or when the MRO reports to the employer/Consortium that a driver has a verified adulterated or substituted drug test result.

SAFETY SENSITIVE FUNCTION means the time period when a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.

Safety Sensitive Functions shall include:

1. All time at an employer or shipper plant, terminal, facility or other property, or any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting equipment as required by 49 CFR Parts 392.7 and 392.8 or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time resting in a sleeper berth (a berth conforming to requirements of 49 CFR Part 393.76);
5. All time loading and unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SCREENING TEST TECHNICIAN (STT) is a person who instructs and assists individuals in the alcohol testing process and operates an alcohol screening device (ASD).

SPLIT SPECIMEN. A part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests it to be tested following a verified positive, adulterated or substituted test of the primary specimen.

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) is the federal agency under the Department of Health and Human Services (DHHS) responsible for the certification of laboratories used as part of the drug testing program.

SUBSTANCE ABUSE PROFESSIONAL (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy); or a licensed or certified psychologist, licensed or certified social worker, or a licensed or certified employee assistance professional; or a state-licensed or certified marriage and family therapist; or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission; or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse; or by the National Board for

Certified Counselors, Inc. and Affiliates/Master Addictions Counselor). A qualified SAP must be knowledgeable of and have clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, must be knowledgeable of the SAP function as it relates to employer interests in safety-sensitive duties and, must be knowledgeable of 49 CFR Parts 382 and 40, the DOT SAP Guidelines and stay current on any changes to these materials.

SUBSTITUTED SPECIMEN is a urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

VALIDITY TEST. The initial validity testing is conducted to determine if a urine specimen is adulterated, diluted or substituted. The confirmation validity testing is a second test conducted on a different portion of the original urine specimen to further support a validity test result.

VERIFIED TEST is a drug test result or validity test result from a DHHS/SAMHSA-certified laboratory that has undergone review and final determination by the MRO.

Section 3 - USE PROHIBITED

49 CFR (Code of Federal Regulations) Parts 382 and 40 prohibit the use or misuse of controlled substances and/or alcohol by drivers of commercial motor vehicles.

Notwithstanding the disciplinary action as cited in this policy, under this employer's independent authority, the unlawful manufacture, distribution, dispensation or possession of drugs are prohibited on the employer's premises, in any employer-owned or leased commercial motor vehicle, or other location at which the driver is to perform work. If the employer proves a driver is engaging in activities as stated above, the driver shall be subject to termination. Any driver who faces criminal action as a result of engaging in activities as stated above will be immediately suspended without pay until the court makes a final determination. If the driver is convicted, the driver will be immediately terminated. If the driver is found not guilty, the driver will be placed back into a safety sensitive function. The driver will receive one-half (1/2) of the pay he would have received during the suspension if he is found not guilty.

Under this employer's independent authority, we may conduct reasonable searches for illegal drugs or alcohol on our premises or in employer-owned or leased motor vehicles. Searches of drivers and their personal property may be conducted when there are reasonable grounds to believe the driver is in violation of this policy. All drivers are expected to cooperate in such searches. A driver's refusal to cooperate or consent to such searches may result in disciplinary action, including termination.

The employer will maintain a pre-employment screening program designed to prohibit the hiring of anyone who uses any illegal drugs.

No driver, at any work site, in any employer-owned vehicle or leased vehicle, will possess any quantity of any controlled substance or alcohol, lawful or unlawful, which in sufficient quantity could result in impaired performance. The only exception is a substance administered by or under the direction of a licensed medical practitioner, as stated elsewhere in this Section.

No driver will report for duty or remain on duty requiring the performance of safety-sensitive functions (including driving a CMV) when the driver uses any controlled substance (marijuana, amphetamines, cocaine, opiates and phencyclidine), while on or off duty, except as provided in the following paragraph of this Section. No driver shall report for duty, remain on duty or perform safety-sensitive functions (including driving a CMV) if the driver tests positive or has adulterated or substituted a drug test. No employer having actual knowledge that the driver has tested positive or has adulterated or substituted a drug test, shall permit the driver to perform or continue to perform safety-sensitive functions (including driving a CMV). The employer can obtain actual knowledge that a driver has used alcohol or drugs based on the employer's direct observation of the driver, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or drugs or a driver's admission of alcohol or drug use.

A driver may use a substance administered by or under direction of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the driver's ability to safely perform safety-sensitive functions. A driver may use an over-the-counter substance that will not adversely affect the driver's ability to safely perform safety-sensitive functions. Under this employer's independent authority, the driver shall be required to inform the employer of any prescribed or over-the-counter substances which may impair their ability to perform a safety-sensitive function. The employer may require written verification from the licensed medical practitioner or pharmacist that the substance will not adversely affect their ability to safely perform a safety-sensitive function. The driver shall promptly provide such written verification to the employer. If the substance should adversely affect their ability to perform a safety-sensitive function, or, if the driver does not promptly provide written verification from the licensed medical practitioner or pharmacist, the employer will temporarily remove or reassign the driver from a safety-sensitive function, if deemed appropriate.

The consumption of alcohol is prohibited while the driver is performing a safety-sensitive function. No driver shall report for duty or remain on duty, requiring the performance of safety-sensitive functions, while consuming or having consumed alcohol within four hours of reporting for such duties, or having a BAC of .02 or greater. No employer having knowledge of such conditions shall allow a driver to perform or continue to perform safety-sensitive functions. Any driver having a BAC of .02 or greater shall be subject to the disciplinary action set forth in Section 10 of this policy.

No driver required to take a post-accident alcohol test shall use alcohol for up to eight hours after the accident or until a post-accident test is completed.

No driver shall refuse to submit to a drug or alcohol test (see Refusal to Test definition in Section 2) when required in accordance with 49 CFR Parts 382 and 40. It is a violation of this policy when a driver refuses to test. A driver shall not be permitted to perform or continue to perform safety-sensitive functions when he/she refuses to submit to a drug or an alcohol test and will be subject to the Disciplinary Action in Section 10 of this policy.

Any driver who has engaged in conduct prohibited in this Section shall be advised by the employer of the resources available in evaluating and resolving problems associated with the misuse of alcohol and/or drugs by providing the driver with the name, address and telephone number of one or more SAP's. The driver will also be subject to the Disciplinary Action in Section 10 of this policy.

We may conduct reasonable searches for illegal drugs or alcohol on the employer's premises or in employer-owned or leased motor vehicles. Searches of drivers and their personal property may be conducted when there are reasonable grounds to believe the driver is in violation of this policy. All drivers are expected to cooperate in such searches. A driver's refusal to cooperate or consent to such searches may result in disciplinary action, including termination.

The unlawful manufacture, distribution, dispensation or possession of drugs are prohibited on all employer premises, at any location the driver is performing work for the employer or in any employer-owned or leased commercial motor vehicle. If the employer proves a driver is engaging in any of these activities will be immediately suspended until the court makes a final determination. If the driver is convicted, the driver will be immediately terminated. If the driver is found not guilty, the driver will be placed back into a safety sensitive function.

Section 4 - TYPES OF TESTING

According to Part 382, drivers shall be subject to six types of drug and/or alcohol testing - pre-employment random, post- accident, reasonable cause, return-to-duty and follow-up. (See Section 10 of this policy for disciplinary action resulting from alcohol and/or drug misuse.)

(A) PRE-EMPLOYMENT TESTING - Prior to the first time a driver performs a safety-sensitive function for this employer, the driver shall be pre-employment drug tested except when the conditions of the exceptions listed below apply. This employer shall not allow a driver who it intends to hire or use, to perform safety-sensitive functions until the employer has received a verified negative drug test result for the driver from the MRO/Consortium. (Attachment A must be completed by the driver)

Exceptions to pre-employment drug testing - This employer is not required to pre-employment test a driver if the driver has participated in a qualified drug and alcohol testing program that meets the requirements of 49 CFR 382 and 40 within the previous 30 days and, while participating in that program, either was drug tested within the past six months (from date of application with the employer) or has participated in a random drug and alcohol testing program for at least the previous 12 months (from date of application with the employer.) The employer must insure that no previous employer of the driver of whom the employer is aware of has records of a violation of 49 CFR Part 382 or the drug testing rule of any other DOT agency within the previous six months. (Attachment B must be signed by the driver in order to get this information)

In order to find out if the conditions of the exceptions above apply, this employer shall send or fax the Attachment B to the co/previous employer through which the driver participates or participated in its drug and alcohol testing program. This employer shall obtain and retain from the co/previous

employer the completed Attachment B which includes the information in the preceding paragraph and the following: the name and address of the program, verification the driver participates or participated in the program, verify the program conforms to 49 CFR Part 40, verify the driver is qualified under the rules of 49 CFR Part 382, including the driver has not refused to be tested for drugs, the date the driver was last tested for drugs, and the results of any tests taken within the previous six months, and any other violations as stated in Section 3 (Use Prohibited). If the employer cannot verify the above information, the employer shall conduct a pre-employment drug test on the driver.

The Return to Duty and Follow-Up Testing provisions of this Section do not apply to a driver who refuses to submit to a pre-employment drug test or who receives a positive pre-employment drug test result, if this employer does not intend to hire the driver.

(B) RANDOM TESTING - All drivers covered by this policy will be included as a part of the Mid-West Truckers Association Drug and Alcohol Testing Consortium group from which the Consortium will ensure a sufficient number of drivers for testing each calendar year is being selected and tested to equal an annual rate of not less than a minimum annual percentage for random alcohol (currently 10 percent) and drug testing (currently 50 percent) as determined by the FMCSA Administrator.

On a regular basis, our MRO will, from the total group, randomly select by a computer-based random number generated program that is matched with the membership numbers, the drivers' names and their social security numbers. Under the selection process used, each driver shall have an equal chance of being selected each time selections are made.

Once the MRO makes the random selections, the random list will be forwarded to the Consortium who will notify the employers under whose drug and alcohol policies those selected are covered. If any of the employer's drivers are selected, this employer will be given a date before which the driver must be tested per the random selection process. Failure of this employer to ensure the random testing is conducted within the time allotted will cause the employer to be out of compliance with the random testing requirement of Section 382.305 of the Federal Motor Carrier Safety Regulations. This employer shall ensure that random drug and alcohol tests conducted under the random testing regulations are unannounced.

A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

(C) POST-ACCIDENT TESTING - As soon as possible following an accident involving a CMV on a public road, a post-accident drug and alcohol test shall be conducted when either of the two circumstances below applies:

1. If an accident involves a fatality;
2. If a driver receives a citation for a moving traffic violation and either the accident involves bodily injury to a person who as a result of the accident immediately receives medical treatment

away from the scene of the accident, or, one or more motor vehicles incur disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle.

If a post accident alcohol test is not conducted within two hours following the accident, the employer shall prepare and maintain on file a record stating why the alcohol test was not promptly administered. If the alcohol test is not conducted within eight hours following the accident, the employer shall cease all attempts to complete the alcohol test and shall prepare and maintain a record stating why the alcohol test was not promptly administered. (See Attachment C)

If a post-accident drug test is not conducted within 32 hours following the accident, the employer shall cease all attempts to conduct the drug tests and prepare and maintain on file a record stating why the drug test was not promptly administered. (See Attachment C)

A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer as a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.

The employer shall provide the driver with necessary post-accident information, procedures and instructions prior to the driver operating a CMV, so that the driver will be able to comply with the requirements of this section. (See Attachment D)

Drug and/or breath or blood alcohol tests conducted by federal, state or local officials, having independent authority for the test, shall be considered to meet the post-accident testing requirements, provided such testing conforms to the applicable federal, state or local drug and/or alcohol testing requirements and that the results are obtained by the employer.

(D) REASONABLE CAUSE TESTING - All persons designated by the employer who supervise the drivers must complete supervisory training in accordance with Part 382. When the designated person(s) has reasonable suspicion that a driver has violated the "Use Prohibited" provision of Section 3 of this Policy, that driver shall be required to submit to an alcohol and/or drug test. This employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol and/or drug test must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the driver.

Alcohol testing is authorized only when observations of the driver are made during, just before or just after the period of the work day the driver is required to be in compliance with Part 382. The driver may be required to undergo reasonable suspicion alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased such functions.

If a reasonable suspicion alcohol test is not conducted within two hours after observing the driver, the employer shall prepare and maintain on file a record stating the reason why the test was not promptly administered. If the test is not conducted within eight hours after observing the driver,

the employer shall cease attempts to conduct the test and prepare and maintain on file a record stating the reasons why the test was not administered.

No driver shall report for duty or remain on duty when the employer's designated person(s) has observed the driver as under the influence of alcohol or impaired by alcohol. The employer shall not permit the driver to perform or continue to perform safety-sensitive functions until an alcohol test is conducted and the driver's alcohol test result is less than .02 or 24 hours have elapsed since the employer's first suspicion of the driver being under the influence of or impaired by alcohol.

The reasonable suspicion observation form must be completed and signed by at least one of the employer's designated person(s) who made the observations either within 24 hours of the observed behavior or before the drug test results are released, whichever is earlier.

Refusal to submit to a reasonable cause test shall be considered a positive test.

The reasonable cause observation form must be completed and signed by at least one of the employer's designated person(s) who made the observations either within 24 hours of the observed behavior or before the drug test results are released, whichever is earlier. (See Attachment E)

(E) RETURN TO DUTY TESTING - Any driver who has engaged in conduct prohibited in the "Use Prohibited" (Section 3) of this policy or any other DOT drug and alcohol regulation shall be advised by the employer of the resources available in evaluating and resolving problems associated with the misuse of alcohol and/or drugs by providing the driver with the name, address and telephone number of one or more SAP's.

Any driver who has violated the "Use Prohibited" (Section 3) of this policy or any other DOT drug and alcohol regulation shall have a face-to-face clinical assessment and evaluation by a SAP to determine what assistance is needed for the driver to resolve problems associated with alcohol and/or drug use. The SAP must refer the driver to an appropriate education and/or treatment plan and provide a letter to the employer stating the specific recommendations of assistance for the driver. The driver shall have a face-to-face follow-up evaluation to determine if the driver has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations. Successful compliance could mean full or partial completion of the evaluation recommendations.

If the SAP feels the driver has not successfully complied with the recommendations of assistance, the SAP must provide a letter to the employer stating so. The driver will not be allowed to return to safety-sensitive functions and the employer may take employment action against the driver, up to and including termination.

If the SAP feels the driver has successfully complied or is continuing to comply with the recommendations of assistance, the SAP must provide a letter to the employer stating so. The SAP letter may include requirements for further recommendations of assistance and follow-up evaluations if the SAP believes that ongoing services are needed to assist the driver in maintaining sobriety or abstinence from drug use after the driver returns to safety-sensitive functions. The SAP letter provided to the employer shall also include the SAP's follow-up testing plan for the driver.

The employer shall fax or mail a copy of the SAP letter to the Consortium. The Consortium will assist the employer in determining the driver has complied with the SAP's recommendations and if the employer is ready for the driver to return to safety-sensitive functions, a return to duty test will be scheduled.

The SAP may direct the driver to undergo both a drug and alcohol test if the SAP determines that return to duty testing for both drugs and alcohol are necessary for the driver. If the alcohol test result is less than .02, and the drug test result is negative, the driver may return to safety-sensitive functions.

The employer must ensure that all return to duty drug collections are conducted under direct observation.

The provisions of this Section do not apply to an applicant who refuses to submit to a pre-employment drug test or who receives a positive pre-employment drug test result and will not be hired. The provisions of this Section will not apply if this employer has chosen not to rehire a driver who previously violated a provision of this employer's Policy.

(F) FOLLOW-UP TESTING - The driver will be subject to unannounced follow-up drug and/or alcohol tests following the driver's return to safety-sensitive functions. The number and frequency of such tests shall be determined by the SAP and shall consist of at least six tests in the first twelve months of the driver's return to duty. The SAP may direct the driver to undergo both drug and alcohol tests if the SAP determines that follow-up testing for both drugs and alcohol are necessary for that driver. Follow-up testing shall not exceed 60 months from the date of the driver's return to duty. The Consortium will assist the employer in ensuring that follow-up testing is conducted in accordance with the plan established by the SAP.

The employer must ensure that all follow-up drug collections are conducted under direct observation.

The provisions of this Section do not apply to applicants who refuse to submit to a pre-employment drug test or who receives a positive pre-employment drug test result and will not be hired. The provisions of this Section will not apply if this employer has chosen not to rehire a driver who previously violated a provision of this employer's policy.

Section 5 - DRUG TESTING

(A) DRUG TESTING PROCEDURES: All drug testing procedures will be followed in accordance with 49 CFR Part 40.

To ensure the integrity of collections, the facilities to be used for testing must be secured during drug testing by visual inspection to ensure that no foreign or unauthorized substances are present, to ensure other persons are not present and to ensure undetected access is not possible.

Bluing agents shall be put in the toilet bowl and in a moveable toilet tank (unless the tank is taped or otherwise secured). Any water source shall be secured or otherwise made unavailable to the driver. All soaps, disinfectants, cleaning agents or other possible adulterants shall be removed from the facility or otherwise secured, if not removable. All areas and items in the facility that could conceal contaminants shall be secured. All of the above shall be rechecked following each collection.

A driver shall appear at the collection site at the time specified by the employer. If the driver does not appear at the specified time, the collector shall notify the employer to determine how long it should take for the driver to arrive at the collection site. If the driver has not arrived by that time, the collector will contact the employer to inform him/her the driver has not reported for testing.

When the driver arrives at the collection site, the testing process will begin without undue delay. To ensure the security during the testing process, only one collection will be conducted at a time. The driver must have positive identification either by photo identification or by the identification of the driver by the employer representative. The collector will explain the basic collection procedures and show the driver the instructions on the back of the Federal Drug Testing Custody and Control Form (hereinafter called CCF). The driver will be instructed to remove and leave with the collector, or in a mutually agreeable location, any outer clothing (such as a coat, jacket or coveralls) along with any briefcase, purse or other personal belongings. The driver may retain his/her wallet.

The driver will be directed to empty his/her pockets and display the items in them. If the collector determines none of the items could adulterate the specimen, the driver may return the items into his/her pockets. If there is any material that could adulterate a specimen, the collector must determine whether the material was accidentally brought in or intentionally brought in to adulterate the specimen. If it was accidental, the collector will retain the material and return it to the driver when the testing process is complete. If it was intentional, a direct observation test will take place immediately.

The driver will be instructed not to list any medications that he/she is currently taking on the CCF (unless it is the driver's copy).

The collector shall complete Step 1 of the CCF. The driver shall wash and dry his/her hands before providing the specimen. Thereafter, the driver will have no further access to water or other materials until the specimen is given to the collector. The driver will select a collection kit and the seal on the collection container will be broken in front of the collector and the driver. The driver will be instructed to go into the room, provide at least 45 ml of urine, not flush the toilet and return to the collector with the specimen. The driver will provide the specimen in private, except in the case of an observed or monitored collection. Any conduct that clearly indicates an attempt to tamper with a specimen will cause a new collection under direct observation to take place immediately.

The collector will ensure there is at least 45 ml of urine in the collection container and the temperature of the specimen is within the range of 90-100 degrees. If the temperature is out of that range, a new collection under direct observation will take place immediately. The specimen will

also be inspected for unusual color, the presence of foreign objects or material or for other signs of tampering. If it is apparent the driver has tampered with the specimen, a new collection under direct observation will take place immediately.

If a direct observation collection must take place, it must be conducted immediately unless the direct observation collection is for a return to duty or follow up test. All direct observation collections are done without any advance notice to the driver. The collector shall explain to the driver the reason for the direct observation test, except when the employer is required to do so. The collector or an observer must be the same gender as the driver. The same gender collector or observer must request the driver to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower his/her clothing and underpants to show the collector or observer, by turning around, that the driver does not have a prosthetic device.

After the collector or observer has determined the driver does not have such a device, the driver may be permitted to return the clothing to its proper position for the observed urination. The collector or observer must watch the urine go from the driver's body into the collection container. An observer will continue to watch the specimen until it is given to the collector.

A monitored collection will only be conducted if a multi-stalled restroom is used and all sources of water or potential adulterants cannot be secured. The collector must be the same gender, unless he or she is a medical professional. An observer must be the same gender. A bluing agent shall be put in the toilet the driver will use. The driver shall provide the urine specimen behind a closed stall door with the collector/observer standing outside of the stall door listening to the driver urinate into the collection container. If the collector/observer hears sounds or makes other observations of the driver attempting to tamper with a specimen, another collection will take place immediately under direct observation.

The tabs on the specimen bottles will be broken in front of the collector and the driver. The driver will give the specimen container to the collector and the collector will pour the urine specimen into the split specimen bottles. The primary specimen shall be at least 30 ml of urine. The split specimen shall be at least 15 ml of urine. The driver should observe the specimen at all times until the lids/caps are secured and the tamper-evident bottle seals are put over the lids/caps (this is for the driver's protection to ensure it is his/her specimen). The driver is to initial the tamper-evident bottle seals on the bottles for proof that it is her/her specimen. The driver will also be required to sign the CCF as proof that the specimen identified as having been collected is in fact the driver's. The collector will complete the CCF and place the specimen bottles and Copy 1 of the CCF in the pouches of the plastic bag and secure both pouches. The driver will then be dismissed from the collection site.

Both specimens are then sent by overnight delivery to the DHHS/SAMHSA-certified laboratory for testing of the five drugs or classes of drugs (as described in Section 1) and for validity testing.

All results will be reviewed by the MRO. Negative results will be released by the MRO to the Consortium, who will forward the results to the employer.

Before a laboratory-confirmed positive test, adulterated test, substituted test or invalid test result will be released to the Consortium, the MRO will conduct a verification interview with the driver by telephone unless: the driver declines to discuss the test result; the MRO or the employer cannot make contact with the driver within 10 days of the MRO receiving the laboratory result; or more than 72 hours have passed since the employer has contacted the driver to call the MRO.

Before the start of the verification interview with the driver, the MRO will warn the driver that any medical information given to the MRO (medical conditions, medications or other substances affecting the performance of safety-sensitive functions the driver reports having or using) will be provided to third parties (the employer, a SAP evaluating a driver as part of the return to duty process, DOT, another federal safety agency or any other safety agency) if the MRO determines the information is likely to result in the driver being medically unqualified to perform safety-sensitive functions or is likely to pose a significant safety risk if the driver is allowed to continue performing safety-sensitive functions.

During the verification process, if the driver can give the MRO a legitimate medical explanation for the positive, adulterated, or substituted test result, the MRO will report the verified test result as negative. If the driver cannot give the MRO a legitimate medical explanation, the verified positive test result will be reported as positive and the verified adulterated or substituted test result will be reported as a refusal to test. If the test result is invalid or contains an unexplained interfering substance and the driver cannot give the MRO an acceptable explanation or a valid prescription and the driver does not admit to adulterating or substituting the specimen, the verified test result will be reported as a cancelled test with a second collection to take place immediately on the driver under direct observation. If the driver can give the MRO an acceptable explanation, the verified test result will be a cancelled test with no further testing needed unless a negative result is needed for pre-employment, return to duty or follow-up testing. If the driver admits to adulterating or substituting the specimen, the verified test result will be reported as a refusal to test.

All verified positive, refusal to test (adulterated or substituted) and cancelled test results will be released by the MRO to the Consortium, who will forward the results to the employer.

(B) DILUTE SPECIMENS: The employer will treat a verified positive drug test result that is diluted the same as a verified positive drug test result.

This employer may choose to have a second collection conducted on all negative dilute test results or may choose to have a second collection conducted on only certain types of negative dilute test results (e.g., all pre-employment negative dilute test results, but not any other type of test). The second collection would not be conducted under direct observation. This employer may also choose to not have any second collections conducted on negative dilute test results. If a second collection is conducted, the second test result will be the test of record. This employer will inform all drivers in advance if the employer's choice is to conduct second collections on negative dilute test results and for which types of tests. All drivers will be treated the same.

(C) SHY BLADDER: After a driver's first unsuccessful attempt to provide a minimum of 45 ml of urine, the shy bladder time starts. Any insufficient specimen shall be discarded. The driver will be urged to drink up to 40 oz. of fluids, reasonably through a period of up to 3 hours; however,

it is not considered a refusal to test if the driver chooses not to drink fluids. If the driver does not provide a sufficient amount of specimen within 3 hours, the collection will be discontinued and the employer will be notified. The employer will consult with the MRO, then direct the driver to obtain, within 5 working days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues associated with the driver's inability to provide an adequate amount of specimen. The physician must provide to the MRO a written statement of his/her recommendations and the basis for them. If the driver has a medical condition that could have prevented him/her from providing a sufficient amount of urine, and the MRO agrees with the physician's recommendation, the MRO will report the test result as a cancelled test. If the driver does not have a medical condition that could have prevented him/her from providing a sufficient amount of urine and the MRO agrees with the physician's recommendation, the MRO will report the test result as a refusal to test.

(D) SPLIT SPECIMEN TESTS: When a driver is notified of a positive drug test or a refusal to test because of adulteration or substitution, the driver has 72 hours from the time of notification by the MRO to request a test of the split specimen either verbally or in writing to the MRO. The MRO will then prepare the documentation and forward it to the laboratory that is storing the split specimen. That lab will then prepare the documentation and send both the split specimen and the documentation to another DHHS/SAMHSA lab for the split specimen testing. Pending the result of the split specimen test, the driver is not allowed to remain in a safety-sensitive function.

If the driver is unable to contact the MRO within 72 hours, the driver may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified test result, or other circumstances unavoidably prevented the driver from timely contacting the MRO. If the MRO concludes there is a legitimate explanation for the driver's failure to contact the MRO within 72 hours, the MRO shall direct that the test of the split specimen take place.

Another OHHS/SAMHSA laboratory will test the split specimen to either reconfirm or fail to confirm the positive, adulterated or substituted drug test result from the result of the primary specimen. If the split specimen reconfirms the positive, adulterated or substituted result, the positive or refusal to test result will stand. If the split specimen fails to confirm the positive, adulterated or substituted result, both the primary specimen and the split specimen test results will be cancelled by the MRO.

If the driver notifies the MRO to test the split specimen and the laboratory reports to the MRO the split specimen is not available, the MRO will cancel both the primary specimen and the split specimen tests and direct the employer to conduct another collection on the driver immediately under direct observation.

Under this employer's independent authority, any driver who requests a test of his/her split specimen shall reimburse the employer for the cost of the split specimen test assessed to this employer by the Consortium, unless the split specimen fails to reconfirm the positive, adulterated, or substituted result, in which case the employee will not reimburse the employer.

Section 6 - ALCOHOL TESTING

(A) ALCOHOL TESTING PROCEDURES: All alcohol testing procedures will be followed in accordance with 49 CFR Part 40. All alcohol testing will be administered by a BAT/STT who has met the qualification training requirements in 49 CFR Part 40.

A driver shall only be tested for alcohol while the driver is performing a safety-sensitive function, just before a driver is to perform a safety-sensitive function, or just after the driver has ceased performing a safety-sensitive function.

If both a drug and alcohol test is to be conducted on the driver, the alcohol test must be completed before the urine collection process begins.

To ensure the security of the alcohol testing site, only authorized personnel shall be allowed to enter the testing site. The BAT/STT shall ensure that the driver is given privacy while an alcohol test is being conducted to prevent unauthorized persons from seeing or hearing the test result. Alcohol testing will be conducted on one driver at a time. The screening test and confirmation test, if needed, will be completed on a driver before the BAT/STT starts an alcohol test on another driver to be tested.

A driver shall appear at the collection site at the time specified by the employer. If the driver does not appear at the specified time, the BAT/STT shall notify the employer to determine how long it should take for the driver to arrive at the collection site. If the driver has not arrived by that time, the BAT/STT will contact the employer to inform him/her the driver has not reported for testing.

When the driver arrives at the collection site, the testing process will begin without undue delay. The driver must have positive identification either by photo identification or by the identification of the driver by the employer representative. The BAT/STT will explain the testing procedures and show the instructions on the back of the DOT Alcohol Testing Form (hereinafter called ATF) to the driver. The BAT/STT shall complete Step 1 on the ATF. The driver will then be directed to complete Step 2 on the ATF and sign the certification. If the driver refuses to sign the certification, the BAT/STT will document on the ATF that the driver has refused to test and the employer will be immediately notified.

If a saliva screening device (hereinafter called device) is used for the screening test, the BAT/STT will check the expiration date on the device and show it to the driver. If it is beyond the expiration date, the device shall be disposed of and a new device shall be used.

The BAT/STT will offer the driver the choice of using the swab himself/herself, or having the BAT/STT use the swab. If the driver uses it, the BAT/STT will instruct the driver to insert the absorbent end of the swab in his/her mouth and actively swab around the cheeks, gums and under the tongue for 30-60 seconds or until the cotton swab is thoroughly wet. Otherwise, if the driver chooses not to use the device, the BAT/STT will swab the driver's mouth. The BAT/STT will wear single-use examination or similar gloves when swabbing the driver's mouth and will change the gloves following each test given.

If the swab breaks or is contaminated (dropped on the floor or on a surface) or the swab is removed or falls from the device before the device is activated, the BAT/STT shall discard the device and conduct another test using a new device. The BAT/STT shall note in the remarks section of the ATF the reason for the new test. The BAT/STT will offer the driver the choice of using the swab himself/herself, or having the BAT/STT use the swab, unless the BAT/STT feels the driver was responsible for the new test needing to be conducted.

On the new device, if the swab breaks or is contaminated (dropped on the floor or on a surface) or the swab is removed or falls from the device before the device is activated, the collection shall be terminated and an explanation shall be noted in the remarks section of the ATF. A new test shall then be conducted immediately by a BAT using an EBT for the screening test.

The BAT/STT shall place the device on a flat surface or hold the device at a slight angle and insert the swab into the entry port. The BAT/STT shall then apply gentle, steady pressure until the device indicates it is activated.

If the saliva ASD procedures are correctly followed but the device does not activate, the BAT/STT shall discard the device and conduct a new test on a new device. In all cases where a new test is necessary because the device does not activate, the BAT/STT will swab the driver's mouth.

The BAT/STT shall read the result displayed on the device 2 minutes after inserting the swab into the entry port. The BAT/STT shall show the device and its reading to the driver and shall record the result on the ATF. The BAT/STT shall also enter that a saliva ASD was used in Step 3 on the ATF.

If the result is less than .02 alcohol concentration, the BAT/STT shall sign and date Step 3 of the ATF. The BAT/STT must immediately transmit the alcohol test result using Copy 1 of the ATF by telephone, electronic means, or in person to the employer. All devices and materials used in the testing process shall be properly disposed of.

If an EST is used for the screening test, the BAT or the driver will select an individually sealed mouthpiece. The BAT will open the sealed mouthpiece in front of the driver and insert it into the EBT. The driver will be requested to blow steadily and forcefully into the mouthpiece for at least six seconds or until the EBT indicates that enough breath has been obtained. The driver will be shown the breath alcohol test result and the result will be affixed to the ATF with tamper-evident tape.

If the result is less than .02 alcohol concentration, the BAT shall sign and date Step 3 on the ATF. The BAT must transmit the alcohol test result using Copy 1 of the ATF immediately by telephone, electronic means or in person to the employer.

If the alcohol concentration is .02 or greater, a confirmation test shall be conducted with an EBT not less than 15 minutes nor more than 30 minutes after the completion of the screening test. During that time, the driver will be asked not to eat, drink, belch or put anything into his/her mouth to prevent an accumulation of mouth alcohol that could lead to an artificially high reading on the confirmation test. The BAT/STT will note in the remarks on the ATF these instructions were given

and will also note on the ATF if the driver chose to ignore the instructions. The confirmation test will still be conducted. If the confirmation test will be conducted at a different site, the BAT/STT or the employer must transport the driver to the testing site. The driver will not be allowed to drive a motor vehicle.

If the confirmation test is conducted more than 30 minutes after the result of the screening test, the BAT shall note in the remarks on the ATF the reason the confirmation test could not be conducted within the 15-30 minute time frame. The confirmation test will still be conducted.

If the screening test was conducted by a STT or if the confirmation test is to be conducted by a different BAT, the STT or BAT who conducted the screening test shall complete and sign Step 3 on the ATF and give the driver Copy 2 of the ATF. A new ATF will be used by the BAT who will be conducting the confirmation test. The BAT will require positive identification of the driver and explain the confirmation testing procedures. The BAT shall complete Step 1 on the ATF. The driver will then be directed to complete Step 2 on the ATF and sign the certification. If the driver refuses to sign the certification, the BAT/STT will document on the ATF that the driver has refused to test and the employer will be immediately notified.

Before the confirmation test is conducted, the BAT must conduct an air blank test on the EBT that reads "0.00" and show the reading to the driver. An individually sealed mouthpiece will be opened in front of the driver and attached to the EBT. The BAT and the driver shall read the sequential test number displayed on the EBT. The driver will be requested to blow steadily and forcefully into the mouthpiece for at least six seconds or until the EBT indicates that enough breath has been obtained. The driver will be shown the breath alcohol test result and the result will be affixed to the ATF with tamper-evident tape.

If the confirmation test result is less than .02 alcohol concentration, the BAT shall sign and date Step 3 on the ATF. The BAT must transmit the alcohol test result using Copy 1 of the ATF immediately by telephone, electronic means or in person to the employer.

If the confirmation test result is .02 or greater alcohol concentration, the driver shall be directed to sign Step 4 on the ATF. If the driver does not sign, the BAT will note in the remarks on the ATF of the driver's failure to sign Step 4. The driver's failure to sign Step 4 will not be considered a refusal to test. The BAT must immediately notify the employer by any means of an alcohol test result of .02 or greater to ensure the result is immediately received by the employer.

If a screening or confirmation test is invalid, the BAT/STT will inform the driver that the test is cancelled and note the problem on the remarks line on the ATF. If a new screening or confirmation test is capable of being done, a screening test will be repeated or a retest will be conducted for the confirmation test on the driver.

(B) INABILITY TO PROVIDE AN ADEQUATE AMOUNT OF SALIVA OR BREATH:
If a driver is unable to provide sufficient saliva to complete a test on the saliva ASD to activate the device, the BAT/STT shall conduct another test using a new device. If the driver refuses to complete the new test, the BAT/STT shall terminate testing and immediately notify the employer.

If a new test is conducted and the driver is still not able to provide sufficient saliva to complete the test, the employer shall be immediately notified and the alcohol test will then be administered by a BAT using an EBT.

If a driver is unable, or alleges he/she is unable to provide an amount of breath sufficient to give a reading on the EBT, the BAT should again instruct the driver to attempt to provide an adequate amount of breath and the proper way to do so. If the driver refuses to make a second attempt, the BAT shall discontinue the test and immediately notify the employer.

If the driver does make an attempt again and fails to provide an adequate amount of breath, the BAT may provide another opportunity to the driver if the BAT feels there is a strong likelihood the driver could provide a sufficient amount of breath. If the driver fails to provide an adequate amount of breath, the BAT shall note the failure on the remarks of the ATF and immediately notify the employer. The employer will then direct the driver to obtain, within 5 days, an evaluation from a licensed physician who is acceptable to the employer and has expertise in the medical issues associated with the driver's inability to provide a sufficient specimen. The employer will tell the physician the driver was required to take a DOT breath alcohol test but was unable to provide a sufficient amount of breath and the consequences for refusing to take the required alcohol test. The employer must also tell the physician to provide to the employer a signed statement of the physician's conclusions and the basis for them. If the physician determines the driver has a medical condition that could have prevented him/her from providing a sufficient amount of breath, the test will be cancelled. No further testing will be required except when the driver needs a test result of less than .02 for a return to duty or a follow-up test. If the physician determines the driver does not have a medical condition that could have prevented him/her from providing a sufficient amount of breath, it will be considered a refusal to test. The employer shall notify the driver of the physician's conclusions.

(C) OTHER ALCOHOL-RELATED CONDUCT: No driver tested under Section 4 of this policy who is found to have an alcohol concentration of .02 or greater, shall perform or continue to perform safety-sensitive functions, including driving a CMV, nor shall the employer allow a driver to perform or continue to perform safety-sensitive functions, including driving a CMV, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the administration of the alcohol test.

Section 7 - ACCESS TO RECORDS

All records pertaining to the employer's drug and alcohol testing program shall be maintained in a secure location with controlled access and shall be maintained according to 49 CFR 382.401. Records, including drug and alcohol test results, shall only be released in the following circumstances:

Drivers are entitled to copies of their records pertaining to their use of drugs and alcohol, including any records pertaining to their drug and alcohol tests. This employer shall promptly provide records requested by the drivers. Access to the driver's records shall not be conditional upon payment for records, other than those they are specifically requesting.

Records to subsequent employers shall be made available upon receipt of a written authorization from the driver. This employer will only disclose information that is expressly authorized by the terms of the driver's authorization request. This employer shall provide such information and results requested promptly to the subsequent employer at no charge.

The employer may disclose drug and alcohol information pertaining to a driver to the decision maker in a lawsuit, grievance or other proceeding initiated by or on behalf of the driver, and arising from the results of a drug and alcohol test administered according to this policy or from the employer's determination that the driver engaged in conduct prohibited in Section 3 ("Use Prohibited") (including, but not limited to worker's compensation, unemployment compensation or other proceeding relating to a benefit sought by the driver). In addition, the employer may disclose information in criminal or civil actions resulting from the driver's performance of safety-sensitive functions, in which a court of competent jurisdiction determines that the drug and alcohol test information sought is relevant to the case and issues an order directing the employer to produce the information. The employer may release the information to the decision-maker in the proceeding only with a binding stipulation that the decision-maker to whom it was released will make it available only to parties in the proceeding. The employer must notify the driver in writing of any information released to the decision-maker in the criminal or civil proceeding.

This employer shall only release information regarding a driver's record as directed by the specific written consent of the driver to an identified person. Release of that information by the person receiving the information is permitted only in accordance with the terms of the employee's consent.

Records shall be accessible and copies shall be made available in all of the employer's facilities to the U.S. Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of the employer's drivers.

Information related to the employer's administration of a post-accident alcohol and/or drug test administered following an accident under investigation by the National Transportation Safety Board (NTSB) shall be made available when requested by the NTSB.

In the event the employer chooses to rehabilitate a driver with a positive alcohol result of .02 or greater, or a refusal to test, we shall release the alcohol result and/or documentation to the Consortium to assist with the return to duty and follow-up testing as required under 49 CFR Part 40.

Section 8 - EMPLOYEE ASSISTANCE PROGRAM

Each driver must sign an Acknowledgment (Attachment F) that they received a copy of the Drug & Alcohol Abuse Policy that complies with Part 382.601. Drivers shall be made aware of educational information concerning the effects and consequences of drug and alcohol use on the driver's personal health, safety and work environment, including signs and symptoms of a drug or alcohol problem.

It is the driver's responsibility to report to work fit for duty and remain fit throughout the workday in order to perform in a safe, efficient and productive manner. The driver will also be made aware of the signs and symptoms of a drug and/or alcohol problem (his/hers or a co-worker's) and shall be made aware of ways to intervene when a problem is suspected, including referral to management, referral to an employee assistance program (if available from the employer), and referral to drug and/or alcohol abuse hotlines and help-lines, or local Alcoholics Anonymous or Narcotics Anonymous groups. Referrals to local Alcoholics Anonymous or Narcotics Anonymous groups or drug and/or alcohol abuse hotlines and help-lines are made available as a reference only: Alcoholics & Narcotics Help Line (888) 206-7272; Focus on Recovery Help-Line for Alcohol and Drug Abuse (800) 234-0286; or the Center for Substance Abuse Treatments Drug Information, Treatment, and Referral Hotline (800) 662-4357.

A driver shall not report for duty or remain on duty requiring performance of safety-sensitive functions when the driver uses a non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR Part 1308 except when the use is pursuant to the instruction of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle (CMV). The employer may require the driver to inform them of any therapeutic drug use. **If the driver does not promptly provide verification from the medical practitioner that the substance will not adversely affect the driver's ability to safely operate the CMV, the employer will temporarily remove or reassign the driver from a safety-sensitive function, if deemed appropriate.**

A driver may come forward for assistance with a drug and/or alcohol use problem, as long as it is before a driver's notification of an impending drug and/or alcohol test and before the driver performs a safety-sensitive function. The employer shall provide the driver with referrals of where the driver can go for assistance and give the driver sufficient opportunity to complete the counseling, education or rehabilitation required by a drug and alcohol professional; e.g., a qualified drug and alcohol counselor or substance abuse professional. No adverse action will be taken against the driver. The driver will not perform safety-sensitive functions until the employer is satisfied that the driver has been evaluated and has successfully completed the counseling or treatment requirements and the driver tests negative on a return to duty drug and/or alcohol test. **The employer may require follow up testing after the driver returns to duty. All costs associated with the evaluation and rehabilitation will be the responsibility of the driver. The return to duty and any follow up testing conducted shall be pre-paid by the employer, to be immediately reimbursed by the driver.**

We may conduct reasonable searches for illegal drugs or alcohol on the employer's premises or in employer-owned or leased motor vehicles. Searches of drivers and their personal property may be conducted when there are reasonable grounds to believe the driver is in violation of this policy. All drivers are expected to cooperate in such searches. A driver's refusal to cooperate or consent to such searches may result in disciplinary action, including termination.

The unlawful manufacture, distribution, dispensation or possession of drugs are prohibited on all employer premises, at any location the driver is performing work for the employer or

in any employer-owned or leased commercial motor vehicle. If the employer proves a driver is engaging in any of these activities, the driver shall be subject to termination. Any driver who faces criminal action as a result of engaging in these activities will be immediately suspended until the court makes a final determination. If the driver is convicted, the driver will be immediately terminated. If the driver is found not guilty, the driver will be placed back into a safety sensitive function.

Section 9 - INFORMATION CONCERNING THE EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES USE ON AN INDIVIDUAL'S HEALTH, WORK & PERSONAL LIFE

Employees who abuse drugs and/or alcohol cause more absenteeism, loss in work productivity, more accidents and more medical claims. This results in a loss of \$140 billion to American businesses each year.

Compared with the average employee, a typical drug-using employee in the workplace is:

- 2.5 times more likely to be absent 8 days or more each year;
- 3 times more likely to be late for work;
- 3.6 times more likely to be involved in workplace accidents;
- 5 times more likely to file a workers' compensation claim; and,
- Incur 300% higher medical claims.

Marijuana - The common name for the drug made from chopped leaves, stems and flowering tops of a cannabis plant. Some common street names for marijuana are "dope," "grass," "joint," "pot," "reefer." Marijuana can be smoked or eaten.

Marijuana is a depressant and mind-altering drug. It works on the brain and causes hallucinations. A person operating a CMV while using marijuana is more than likely to experience slowed reaction time, reduced concentration, distorted vision and depth perception, is slower in making decisions, often drives slower than the speed limit, is unable to correctly measure distance and time, and has impaired short-term memory.

Some of the symptoms and signs of marijuana use are:

- | | |
|------------------------|----------------------|
| short-term memory loss | reddened eyes |
| moodiness | increased appetite |
| slowed thinking | increased heart rate |
| dilated pupils | loss of memory |

Some visible signs noted for the presence of marijuana are:

- | | |
|---|-------------|
| roach clips | bongs |
| cigarette rolling papers | small pipes |
| "one hitters" (usually metal - slim tubular device) | |

The active ingredient in marijuana (THC) is stored in the body fat and could be retained for days or weeks, depending on the quality of the drug, the tolerance of the user and the dosage or amount taken. Marijuana and alcohol together will magnify the effects of both many times. Chronic

marijuana smoking could cause severe irritation of the lungs, heart problems, reduced immune system and possible brain damage.

Phencyclidine (PCP) - PCP was developed originally as an anesthetic but was taken off the market because it sometimes caused hallucinations. The most common street names for PCP are "angel dust," "crystal," "tea" and "THC." PCP is sold in various forms, mainly as a white, off-white or brown crystal-like powder, tablet or capsule. It can be ingested by mouth, snorted or injected intravenously. It can also be smoked when combined with marijuana or tobacco.

A person operating a CMV while using PCP is more than likely to experience impaired coordination and dulled senses, a sense of power, drowsiness, aggressive behavior, hallucinations and blurred or double-vision. In some cases a person could even experience convulsions, coma, ruptured blood vessels in the brain, heart and lung failure, or even death.

Some of the symptoms and signs of PCP use are:

confusion	increased blood pressure
anxiety	panic
dizziness	drowsiness
hallucinations	disorientation
increased heart rate	sweating
aggressive behavior	

Some of the signs for the presence of PCP are:

needles	capsules
syringes	tablets
plastic packets with a powdery substance	

PCP is water soluble but still could be retained in the body's system for days, depending on the quality of the drug, the tolerance of the user and the dosage or amount taken. PCP and alcohol together is dangerous and could cause an overdose. Chronic PCP use could cause hallucinations, psychosis, convulsions, coma or possible death.

Cocaine - Cocaine comes from the leaves of coca plants. Some common street names for cocaine are "coke," "crack," "rock," "snort," "toot," "blow," and "snow." Cocaine can be snorted, injected intravenously, smoked or free-based (heating the cocaine and inhaling the vapors).

Cocaine stimulates the body's central nervous system. Psychological dependence on the drug can be high with repeated use.

A person operating a CMV while using cocaine is more than likely to experience impatience, anger, over stimulated reflexes, distorted vision and depth perception, slow reaction time and false sense of security and alertness. In some cases, a person could even experience seizures, heart attacks, convulsions, hallucinations and death.

Some of the symptoms and signs of cocaine use are:

dilated pupils	nose bleeds
----------------	-------------

paranoia
runny nose
increased blood pressure
restlessness
anxiety
depression

irritability
needle marks
hallucinations
talkativeness
weight loss
nervousness

Some of the signs for the presence of cocaine are:

small spoons
needles
syringes
razor blades
small butane torch

mirrors
small plastic bags or vials
small drinking straws
rolled paper currency

Cocaine is water soluble but still could be retained in the body's system for several days, depending on the quality of the drug, the tolerance of the user and the dosage or amounts taken. Cocaine causes the most mental dependency of any known drug. Cocaine and depressants, taken together, can be very dangerous or even fatal. Intravenous users have a high risk of contracting liver disease, tetanus, serum hepatitis and AIDS from the use of needles. Chronic cocaine use could cause seizures, heart attacks, strokes, convulsions, depression or death.

Amphetamines- Amphetamines are manufactured central nervous system stimulants used most often by drivers to stay awake. Psychological dependence on the drug can be high with repeated use. Some common street names for amphetamines are "speed," "crank," "meth," "crystal," "diet pills," "bennies" and "uppers."

In pure form, amphetamines are yellowish crystals in which some are made into tablets, pills or capsules. Amphetamines can be ingested in tablet, pill or capsule form, snorted, or injected intravenously if in powder or liquid form.

A person operating a CMV while using amphetamines is more than likely to experience delayed reaction time, over stimulated reflexes, anxiety, irritability, distorted vision and depth perception, and a false sense of security and alertness.

Some of the symptoms and signs of amphetamine use are:

loss of appetite
weight loss
dilated pupils
dry mouth
sleeplessness
needle marks
hallucinations

paranoia
sweating
increased blood pressure
talkativeness
nervousness
depression
anxiety

Some of the signs for the presence of amphetamines are:

pills
tablets

small butane torch
rolled paper currency

capsules
small plastic bags or vials
needles

small drinking straws
razor blades
syringes

Amphetamines are water-soluble, but still could be retained in the body's system for several days depending on the quality of the drug, the tolerance of the user and the dosage or amount taken. Chronic amphetamine use could cause physical collapse, delusions, hallucinations, brain damage, heart damage, toxic psychosis or death.

Opiates - Some opiates come from the seed pod of the Asian poppy. Other opiates are synthesized or manufactured. Psychological dependence can be high with repeated use. Some common street names are "horse," "junk," "smack," "downers," "M," "yellow jackets," "blues" and "ludes."

Opiates are in many different compounds and forms. The most common are the pills, tablets or capsules. Other compounds and forms are in liquid or powder form. Opiates can be injected, smoked or injected intravenously.

A person operating a CMV while using opiates is more than likely to experience distorted sense of time and distance, slowed reflexes, difficulty focusing, drowsiness and little or no concentration.

Some of the symptoms and signs of opiate use are:

Nausea
loss of appetite
drowsiness
depression
reduced pain
constricted pupils
diarrhea

needle marks
confusion
cold or moist skin
short attention span
memory loss
sweating
vomiting

Some of the signs for the presence of opiates are:

pills
tablets
capsules
needles
syringes

bottle caps
small packets
eye droppers
small spoons

Opiates are water soluble, but still could be retained in the body's system for one to several days, depending on the quality of the drug, the tolerance of the user and the dosage or amount taken. Opiates taken with alcohol and other depressant drugs magnify the effects of the opiates and could lead to overdoses. Intravenous users have a high risk of contracting liver disease, tetanus, serum hepatitis and AIDS from the use of needles. Chronic opiate use could cause loss of consciousness, convulsions, coma or death.

Alcohol - Some common street names for alcohol are "booze," "juice," "brew," "sauce" and "hooch."

As a rule, a drink or two will create a feeling of well-being. What determines the rate of metabolism in the body and how fast it dissipates the alcohol depends on the altitude, the driver's body weight, metabolism, stomach content, gender, and whether the driver is sick or healthy, rested or tired. After the first drink or two, impairment begins, depending on the factors stated above. When the driver consumes alcohol that produces physical or mood-altering effects, it becomes a substance of abuse.

A person operating a CMV while using alcohol is more than likely to experience blurred or distorted vision, impaired reaction time, impaired judgment, anger, nausea, drowsiness and aggressiveness.

Some of the symptoms and signs of alcohol use are:

slurred speech	hostility
odor on breath	insomnia
flushed skin	loss of concentration
glazed eyes	unsteadiness
blackouts	memory loss
drowsiness	incoherence

Chronic alcohol use could cause brain damage, neurological damage, liver damage, pancreas and kidney damage, heart problems, strokes, cancer, coma, toxic psychosis and possible death.

Section 10 - DISCIPLINARY ACTION (Under the City of Lincoln's independent authority)

The employer will advise the employee who violated this policy of the resources available in evaluating and resolving problems associated with the misuse of drugs and/or alcohol.

A violation of this policy with respect to illegal drugs, as enumerated in Section 1, shall result in the termination of the employee.

A violation of this policy with respect to prescription drugs or alcohol, on the first offense, will result in the following:

A thirty (30) day unpaid suspension or, at the option of the employer, as designed in writing to the employer, the following:

The employee shall go to a SAP for a face-to-face clinical assessment and evaluation to determine what assistance is needed for the employee. The SAP must provide a letter to the employer stating the specific recommendations of assistance the employee must follow. When the employee has successfully complied with the SAP's recommendations, the employee shall go to the SAP for a face-to-face follow-up evaluation. The SAP shall confer with or obtain documentation from the appropriate education and/or treatment program the employee was referred to and determine if the employee has demonstrated successful compliance with his/her initial evaluation recommendations. If the employee has shown successful compliance with the SAP's recommendations, the SAP will provide a letter to the employer stating such and shall include the

follow-up testing plan for the employee and any aftercare program. The number and frequency of the follow up tests shall be determined by the SAP and shall consist of at least six tests in the first twelve (12) months of the employee's return to duty. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty. If the employee has not shown successful compliance with the SAP's recommendations and after care program, the SAP will provide a letter to the employer stating such and the employee shall receive a thirty (30) day unpaid suspension. If the employee successfully complies with the SAP's recommendations, after care program and follow up testing, there shall be no further disciplinary action taken.

Upon returning to work after successful completion of the SAP program, the employer may require follow up testing after the driver returns to duty. All costs associated with the evaluation and rehabilitation will be the responsibility of the driver. The return to duty and any follow up testing conducted shall be pre-paid by the employer, to be immediately reimbursed by the driver.

A second violation of this policy with respect to prescription drugs or alcohol will result in termination of the employee.

Any other violation of this policy will result in the same disciplinary procedures as described above.

THIS IS NOT AN EMPLOYMENT CONTRACT

ACKNOWLEDGEMENT OF DRUG & ALCOHOL ABUSE POLICY

I do hereby acknowledge that I have received a copy of the City of Lincoln Drug & Alcohol Abuse Policy. I must comply with the provisions in the Policy as a condition of employment.

I further understand that the information contained in the Policy dated _____ may be amended, modified, changed or deleted and any such changes shall be communicated to me.

Driver's Printed Name: _____

Driver's Signature: _____

Date: _____

Driver's SS #: _____

Driver's CDL or CLP #: _____
(Commercial Driver's License or Commercial Learner's Permit)

REQUEST TO PERMIT

DATE: June 19, 2019

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

The Balloons over Route 66 gathering would like to request to use the property at 315 8th Street to host

a "Balloon Glow" for the community on August 24, 2019 from approximately 6:30pm - 9:30pm. This not an official

event, rather it is a gathering of pilots providing a free service to the community. All pilots have Certificates of Liability

Insurance. In addition all pilots and crew members will submit waivers of liability per the instructions of the

City's insurance company. For safety this will require roads surrounding the property to be barricaded off (see attached

map) and individuals will not be permitted on the property durin the glow. Spectators are encouraged to observed

from a distance.

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

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: Tracy Welch (on behalf of the Balloons over Route 66 gathering)

Address: 700 Broadway Street, Lincoln, IL 62656

Phone: _____ Cell: 217-671-1589

Email: twelch@lincolnil.gov



MEMORANDUM

TO: Mayor and Aldermen of the City of Lincoln

FROM: Walt Landers, Street Superintendent

MEETING

DATE: June 25, 2019

RE: Ardagh Group Sponsored Energy Project

Background

Ardagh Group has been required to sponsor an energy savings projects by the Illinois Environmental Protection Agency. The local Plant Manager Robert Burke reached out to Mayor Goodman to inform the City that they had chosen Lincoln IL for a \$50,000.00, project. Mayor Goodman invited Mr. Burke to a Department Head Meeting to discuss what type of projects would be eligible and steps to get the project completed. First the City was asked to develop a project description then Ardagh would have to obtain approval from IEPA. Ardagh will issue a check to the City of Lincoln and then the City would need to verify actual cost with receipts.

Analysis/Discussion

A discussion took place between the Mayor, City Administrator and the Department Heads on how to best use the \$50,000.00. It was decided up to \$30,000.00 would go to the Street Department for the upgrade of City owned Street lighting. One part of this project would to replace twenty Multi Vapor Metal Halide Light fixtures on the Tall Cobra head street lights on Malerich, Herndon and Stuart Drive's with more efficient longer lasting LED fixtures. Estimate for this work for time and material is \$16,230.00. The second part of the project will be to retrofit the incandescent and high-pressure sodium bulbs in the downtown and boulevard decorative street lights with LED/HID corn cob bulbs. Street department crews would replace these bulbs. There is a total of 186 bulbs to replace at a cost of \$56.74 each for a total of 10,553.64. There could be some additional material cost as this part of the project is completed.

The Waste Water Treatment Plant is exploring possibly putting Variable Frequency Drives into some of their systems which will help to reduce energy. A variable frequency drive is used for adjusting a flow or pressure to the actual demand. It controls the frequency of the electrical power supplied to a pump or a fan. Significant power savings can be achieved when using a VFD. It controls the frequency of the electrical power supplied to the motor.

Fiscal Impact

All of these upgrades will result in significant savings on energy and operational cost to the City.

MEMORANDUM

TO: Mayor Seth Goodman and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: June 25, 2019

RE: Annexation of 1305 Woodlawn Rd.

Background: The Building and Safety Office has been working with engineers and attorneys representing Abraham Lincoln Memorial Hospital (ALMH) with regards to property they own at the above listed address. Previous research revealed that a portion of this ALMH owned parcel of land was still found to be within the Logan County jurisdiction.

Analysis/Discussion: ALMH has submitted a voluntary annexation petition. Staff has worked with Mr. Patrick Joyce, who represents ALMH, with regards to this issue. Mr. Joyce has been in contact with the City Attorney and all required paper work, filings and notifications have been provided per statute. Notice has been sent to required parties within the Rural Fire District, West Lincoln Township and Lincoln Library District. City Attorney John Hoblit will be working to prepare the required ordinance.

COW Recommendation: Place on Council agenda for approval of annexation of the additional portion of 1305 Woodlawn Rd. into the corporate city limits to be zoned as C-2.

Fiscal Impact: None

Council Recommendation: Approve annexation of 1305 Woodlawn Rd. into the corporate city limits.

Attachments: Annexation Petition w/exhibits A & B

ANNEXATION PETITION

Abraham Lincoln Memorial Hospital, an Illinois not-for-profit corporation, by its attorneys, Brown, Hay & Stephens, LLP, J. Patrick Joyce, Jr., of counsel, hereby petitions the City of Lincoln, Illinois, to annex within its corporate limits the following-described real estate situated in the County of Logan and State of Illinois, to-wit:

ADDRESS: 1305 Woodlawn Road, Lincoln, Illinois 62656

TAX IDENTIFICATION NO.: Part of 12-026-038-35

TOWNSHIP: West Lincoln

LEGAL DESCRIPTION: Part of the Southeast Quarter of Section 26, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, more particularly described as follows:

Beginning at an iron pin found at the Northeast corner of Lot 4 of Arthur's Park Subdivision recorded as document number 0032932 in the Logan County Recorder's Office; thence North 89 degrees 48 minutes 52 seconds East, a distance of 174.69 feet to an iron pin found; thence North 89 degrees 55 minutes 55 seconds East, a distance of 115.45 feet to an iron pin found; thence South 00 degrees 04 minutes 16 seconds East, a distance of 99.92 feet to an iron pin found; thence South 00 degrees 00 minutes 34 seconds East, a distance of 300.79 feet to an iron pin found; thence South 89 degrees 55 minutes 50 seconds West, a distance of 89.98 feet to an iron pin set at the Southeast corner of Lot 5 of said Arthur's Park Subdivision; thence North 00 degrees 03 minutes 37 seconds West on the East line of said Lot 5, a distance of 300.68 feet to an iron pin found; thence South 89 degrees 52 minutes 29 seconds West on the North line of said Lot 5, a distance of 199.86 feet to an iron pin found on the East line of said Lot 4; thence North 00 degrees 05 minutes 06 seconds West on the East line of said Lot 4, a distance of 99.87 feet to the point of beginning. Containing 56,106.470 square feet (1.288 acres), more or less, hereinafter referred to as the "Tract,"

for the purpose of authorizing the City of Lincoln to enact an appropriate ordinance of annexation in the manner provided in Section 7-1-8 of the Illinois Municipal Code, and knowing that the certifications herein made will be relied upon by the City of Lincoln, the undersigned certifies to the City of Lincoln the following:

1. The above-described Tract is now contiguous to the City of Lincoln.
2. The above-described Tract is not within the corporate limits of any municipality.

3. No electors reside upon or occupy any of the lands within the above-described Tract.

4. Petitioner, Abraham Lincoln Memorial Hospital, is the owner of the above-described Tract. There are no other persons, firms, or corporations who have any right, title, or interest in and to the Tract.

5. The Tract is located within the Lincoln Rural Fire Protection District, and the Trustees of said District are being given notice of this annexation in accordance with statute in such case made and provided.

6. The Tract appears to be situated within the Lincoln Public Library District, and the Trustees of said District are being given notice of this annexation in accordance with statute in such case made and provided.

7. The Tract is located within the West Lincoln Township, and the Trustees and Road Commissioner of said Township are being given notice of this annexation in accordance with statute in such case made and provided.

8. A plat of the real estate sought to be annexed, prepared by Jeremy L. Smith, a Licensed Professional Land Surveyor, is attached hereto as *Exhibit A*. Also, attached hereto as *Exhibit B* is an aerial photograph showing the real estate owned by Abraham Lincoln Memorial Hospital of which the Tract is a part. Said photograph shows the location of the Tract sought to be annexed within the Petitioner's real estate.

9. The Tract is zoned B-2 in Logan County. Pursuant to Section 11-3-4(B) of the City of Lincoln Zoning Ordinance, upon annexation to the City of Lincoln, the Tract shall automatically be assigned a C-2 zoning classification.

10. Wherefore, Petitioner respectfully requests that the Tract described hereinabove be annexed to the City of Lincoln.

Dated this 11th day of June, 2019.

ABRAHAM LINCOLN MEMORIAL HOSPITAL

By: Brown, Hay & Stephens, LLP
Its Attorneys

By: 
J. Patrick Joyce, Jr., One of Its Attorneys

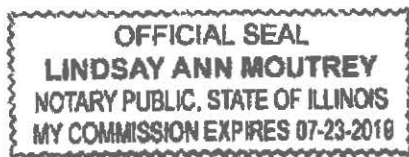
Prepared by:
BROWN, HAY & STEPHENS, LLP
J. Patrick Joyce, Jr.
205 South Fifth Street, Suite 1000
P.O. Box 2459
Springfield, IL 62705-2459
(217) 544-8491
jjoyce@bhslaw.com

STATE OF ILLINOIS
COUNTY OF SANGAMON

J. PATRICK JOYCE, JR., being first duly sworn, states that he is the attorney for Petitioner in the above Petition for Annexation; that he has read the same before signing; and that the facts and matters contained therein are true and correct to the best of his knowledge and belief.


J. PATRICK JOYCE, JR.

SUBSCRIBED AND SWORN TO before me this 11th day of June, 2019.




Notary Public



OWNER: ABRAHAM LINCOLN MEMORIAL HOSPITAL
200 STAHLHUT DRIVE
LINCOLN, ILLINOIS 62688

WEST LINCOLN TOWNSHIP
PART OF P.L.N. 12-028-038-35

PLAT OF ANNEXATION

Part of the Southwest Quarter of Section 26, Township 20 North, Range 3 West of the Third Principal Meridian, Logan County, Illinois, more particularly described as follows:
Beginning at an iron pin found at the Northeast corner of Lot 4 of Arthur's Park Subdivision recorded as document number 0032932 in the Logan County Recorder's Office; thence North 89 degrees 48 minutes 02 seconds East, a distance of 174.89 feet to an iron pin found; thence North 89 degrees 55 minutes 55 seconds East, a distance of 113.45 feet to an iron pin found; thence South 00 degrees 04 minutes 18 seconds East, a distance of 88.92 feet to an iron pin found; thence South 00 degrees 00 minutes 34 seconds East, a distance of 302.79 feet to an iron pin found; thence South 00 degrees 55 minutes 30 seconds West, a distance of 89.53 feet to an iron pin set at the Southwest corner of Lot 5 of said Arthur's Park Subdivision; thence North 00 degrees 03 minutes 37 seconds West on the East line of said Lot 5, a distance of 300.88 feet to an iron pin found; thence South 89 degrees 52 minutes 29 seconds West on the North line of said Lot 5, a distance of 199.88 feet to an iron pin found on the East line of said Lot 4; thence North 00 degrees 06 minutes 06 seconds West on the East line of said Lot 4, a distance of 88.87 feet to the point of beginning. Containing 58,108.470 square feet (1.288 acres), more or less.

M.E.C.
MARTIN ENGINEERING COMPANY
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-083896
JAMES MARTIN, P.E. 1000 W. STATE STREET, SUITE 200, SPRINGFIELD, ILLINOIS 62702
Phone: (217) 884-4908, Fax: (217) 884-8822, Email: james@martineng.com



SCALE: 1" = 100'
DATE: MAY 13, 2019
AREA = 58,108.470 S.F. ±
1.288 ACRES

LEGEND

- - SET 3/8" IRON PIN
- - FOUND IRON PIN
- ▨ - EXISTING LIMITS OF THE CITY OF LINCOLN
- ▩ - LIMITS OF AREA TO BE ANNEXED TO THE CITY OF LINCOLN

FIELD WORK COMPLETED MAY, 2019.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM. (NAD 83 - ILLINOIS WEST ZONE).

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17107001450, (EFFECTIVE DATE: FEBRUARY 18, 2011).

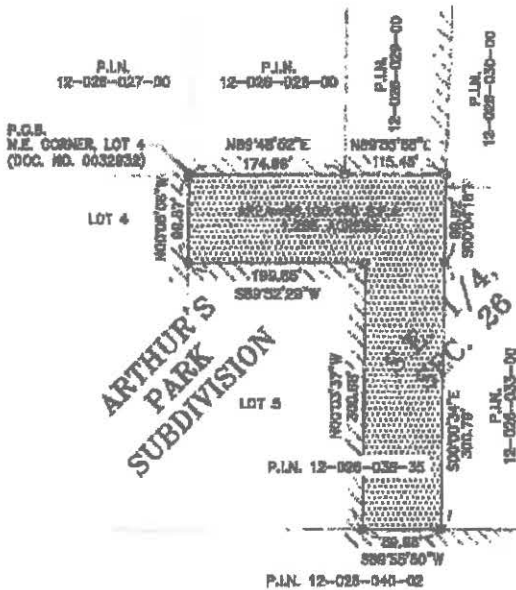
"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF MAY, 2019, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY TO BE ANNEXED TO THE CITY OF LINCOLN AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.



DATE SIGNED: MAY 13, 2019
LICENSE EXP. DATE: NOV. 30, 2020



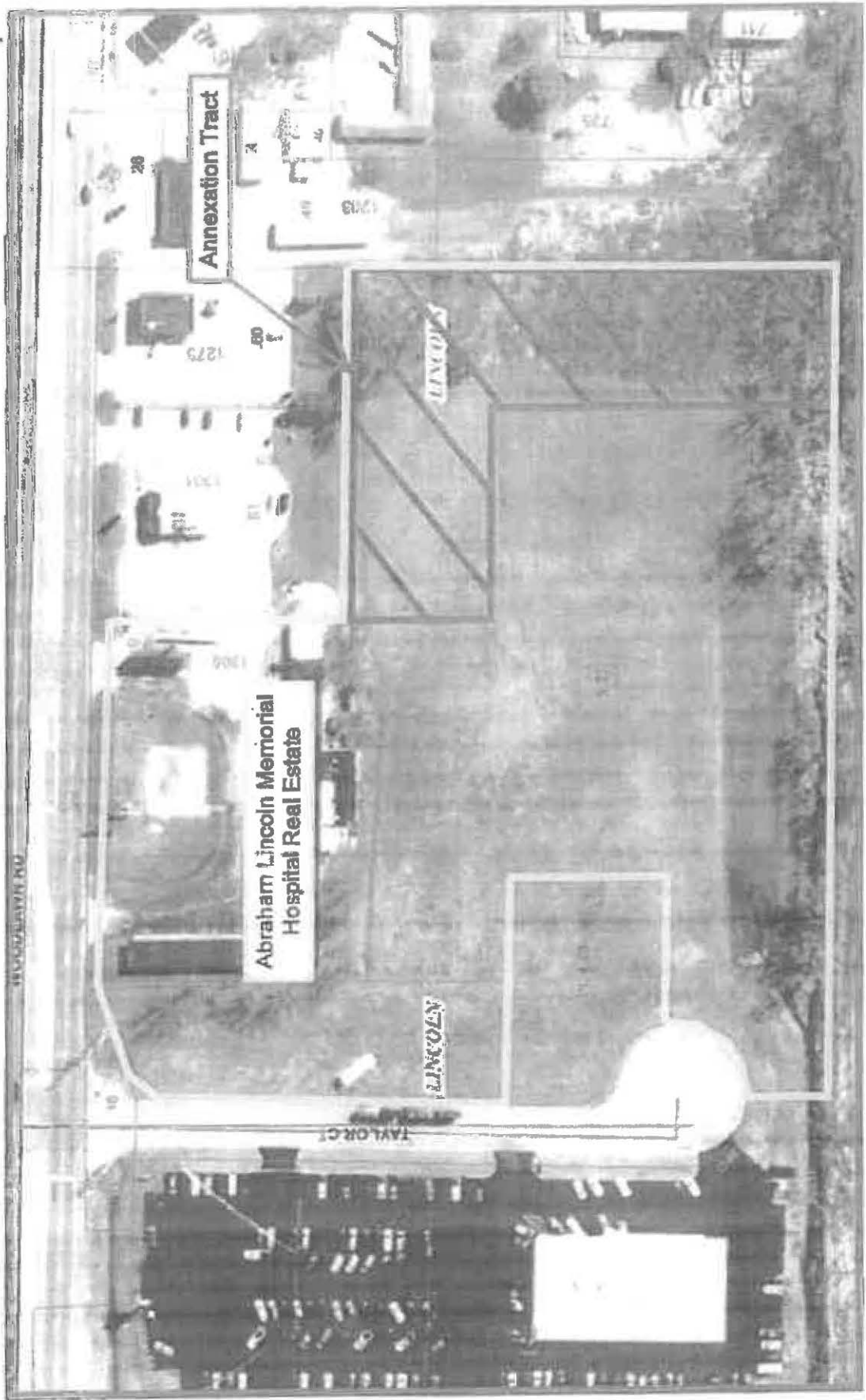


EXHIBIT B