

CITY OF LINCOLN
COMMITTEE OF THE WHOLE MEETING
AGENDA
APRIL 14, 2026
CITY HALL COUNCIL CHAMBERS
700 BROADWAY STREET
6:00 PM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Public Participation**
4. **Wanda Lee Rohlfs – Logan County Tourism Quarterly Report**
5. **Crawford, Murphy & Tilley Work Order No. 18 Waste Water Treatment Plant Nutrient Removal**
6. **Request for Special Use Permit at 311 S. Logan Street**
7. **Resolution Approving the Content of Certain Executive Session Meeting Minutes.**
8. **Proclamation – Arbor Day Celebration Friday, April 24, 2026.**
9. **Agreement between City of Lincoln and International Union of Operating Engineers Local 399 – 4 year contract May 1, 2026 – April 30, 2030.**
10. **Agreement between City of Lincoln and Illinois Fraternal Order of Police Lodge 208 – 4 year contract May 1, 2026 – April 30, 2030.**
11. **Agreement between City of Lincoln and International Association of Fire Fighters Local 3092 – 4 year contract May 1, 2026 – April 30, 2030.**
12. **City of Lincoln updated Building Code Adoption.**
13. **Revised Agreement Between City of Lincoln and Logan County Animal Control effective May, 1, 2026.**
14. **Community Pavilion Loan Proposal.**
15. **Allocation of Video Gaming Tax Proceeds.**
16. **Budget F.Y. 2026/2027**
17. **Announcements**
18. **Possible Executive Session**
19. **Adjournment**
20. **BINA Hearing – Monday, April 20, 2026 at 6:00 PM**
Public Hearing – Monday, April 20, 2026 at 6:05 PM
Regular City Council Meeting – Monday, April 20, 2026 at 6:10 PM
Committee of the Whole Meeting – Tuesday, April 28, 2026 at 6:00 PM

City of Lincoln
Engineering Services Work Order
CMT WORK ORDER No. 18

Date: 4/20/2026	Name: WWTP Nutrient Removal
Project Description: Design engineering services to provide bidding documents to meet the phosphorus limit outlined in Special Condition 16 of the NPDES permit.	
Services Required: 1. See attached Schedule A	
Time Schedule: Per the NPDES permit, design services were to begin in November of 2025, with plans and specifications submitted to IEPA in November of 2026.	
Compensation: Compensation for the services provided under this Engineering Services Work Order will be in accordance with the provisions of the Master Services Agreement. The compensation for the above services, including reimbursable expenses, will be invoiced monthly as the work is performed on a time and expense basis using a 3.0 multiplier times the direct personnel labor cost. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent. Detailed descriptions of the work performed will be provided on the monthly invoices. The anticipated upper limit of the services under this Work Order will be \$350,000.00, unless authorized by an amended work order.	
Approval and Notice to Proceed:	
City of Lincoln	Crawford, Murphy & Tilly, Inc.
By: _____	By: _____
Title: <u>Mayor</u>	Title: <u>Vice President</u>
Date: _____	Date: _____
Notice To Proceed Date:	CMT Project No. 23005152.18
<i>Services provided under this Work Order shall be in accordance with the Master Services Agreement for Professional Services dated March 27, 2023 for general engineering services.</i>	

SCHEDULE A
SCOPE OF SERVICES
WWTP Nutrient Removal

The Scope of Services listed below are for design engineering services to provide bidding documents for the modification of the aeration basin to meet the effluent phosphorus limit in Special Condition 16 of the NPDES permit. The engineering services include cost estimating, preparation of bidding documents and bidding services. It is anticipated that the City is using local funds to pay for the improvements project design and construction costs. The design is anticipated to include: removal and replacement of existing slide gates, new mixing equipment, new instrumentation for controls, new internal recycle pump, and new 36" recycle piping. It is anticipated that the existing blowers and aeration equipment will continue to be used and will not be replaced or updated as part of this project.

1. Preparation of Bidding Documents

- a. Prepare bidding documents including a set of construction plans and specifications.
- b. Documents to include:
 - i. Front-End Contract Documents following EDCJC format.
 - ii. Project specific specifications
 - iii. Engineer's Opinion of Probable Cost
 - iv. Set of construction plans

2. Bidding Services & Construction Contract Administration

- a. Submit the Advertisement to the local paper and distribute documents to local contractors
- b. Respond to Contractor inquiries
- c. Attend Bid Opening, evaluate the bids, and make a recommendation for award
- d. Coordinate the execution of the Contract and Contract Bond with the Contractor upon award of the contract by the City

3. Exclusions

- a. Construction observation. If construction observation is required, an amendment will be issued.
- b. Requirements of any funding sources other than local City funds

MEMORANDUM

TO: Mayor Tracy Welch and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: April 14th, 2026

RE: PC 2026-01, Request for Special Use Permit at 311 S. Logan St.

Background: The Building and Safety Department received a request to provide a Special Use Permit for the allowance of a Drive-Thru operation in conjunction with an existing structure located at the above noted property. Use will be a food service restaurant.

Analysis/Discussion: A public planning commission meeting was held on April 2nd in the City Hall Council Chambers. All public notices and certified mailings were completed per statute by Building and Safety Department staff. There were no public comments. All requirements were met and the Planning Commission voted unanimously to recommend approval. This will provide for the use of an otherwise abandoned, unused property.

COW Recommendation: Place on Committee of the Whole agenda for discussion of request.

Fiscal Impact: There will be no negative financial impact to the City of Lincoln.

Council Recommendation: Approve Special Use request per plan commission recommendation.

65' to Union St.

Lane #2



13'-4"



50'-6"

Window #2

Window #1

13'-4"



76'-0"



5th St

Grass

Lane #1

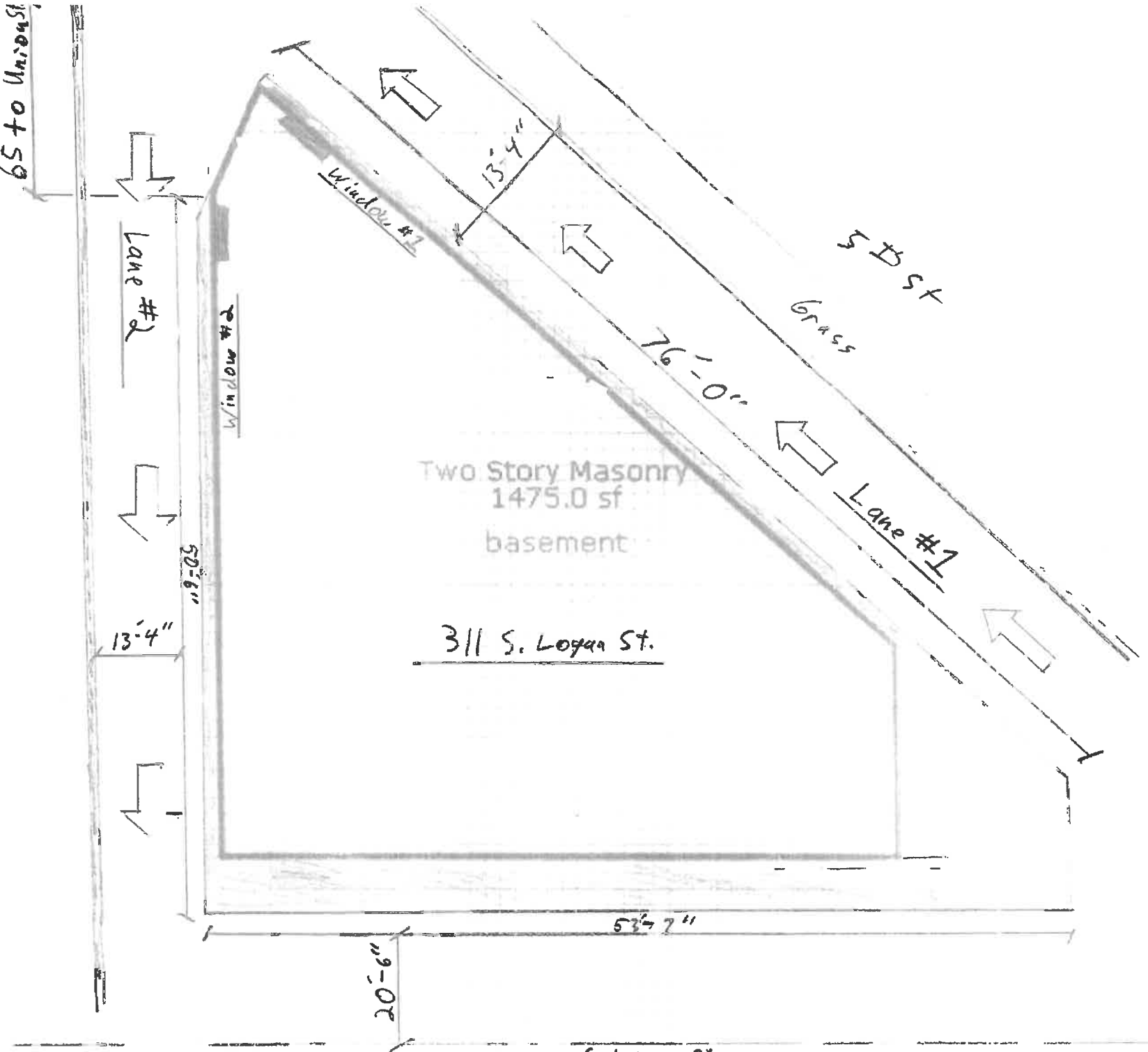


Two Story Masonry
1475.0 sf
basement

311 S. Loyal St.

53'-7"

20'-6"







RESOLUTION 2026 - _____

A RESOLUTION APPROVING THE CONTENT OF CERTAIN EXECUTIVE SESSION
MEETING MINUTES OF THE CITY COUNCIL OF THE CITY OF LINCOLN

THIS RESOLUTION is made and adopted by the CITY COUNCIL OF THE CITY OF LINCOLN, LOGAN COUNTY, ILLINOIS, at a regular meeting held in the City Council Chambers in said City on the _____ day of _____, 2026, WITNESSETH:

WHEREAS, the CITY OF LINCOLN is a municipal corporation located in Logan County, Illinois; and

WHEREAS, the City Council has considered it necessary, on occasion, to meet in executive session and have conducted said meetings in accordance with the requirements of the 'Open Meetings Act' (5 ILCS 102/1, *et seq.*); and

WHEREAS, the minutes of the Executive Sessions have been duly recorded by the City Clerk pursuant to the regulations of the Open Meetings Act; and

WHEREAS, pursuant to 5 ILCS 120/2.06(a) of the Open Meetings Act, the City is required to keep a verbatim recording of their executive sessions in the form of audio or video recording; and

WHEREAS, the City of Lincoln has complied with the requirement of keeping written recordings of the Executive Session minutes along with audio or video recordings; and

WHEREAS, the City of Lincoln believes that the minutes should at this time remain confidential and not be released to the public for inspection;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the CITY COUNCIL OF THE CITY OF LINCOLN, as follows:

1. That the recitals outlined above are incorporated herein as if appearing herein verbatim.
2. The City Council of the City of Lincoln find and hereby declare that the executive session minutes or portions thereof expressly identified are approved:

October 28, 2025
November 25, 2025
December 9, 2025
January 13, 2026
February 10, 2026
March 16, 2026
April 6, 2026

3. The minutes of said executive session meetings shall remain confidential at this time and not be made available to the public to inspect.

4. That this Resolution is effective immediately upon passage of the same.

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

Alderman Parrott	_____	Alderman McClallen	_____
Alderman Anderson	_____	Alderman Clemons	_____
Alderman O'Donoghue	_____	Alderman Bateman	_____
Alderman Downs	_____	Alderman Becke	_____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Passed and approved this ____ day of _____, 2026.

CITY OF LINCOLN,

BY: _____

Tracy Welch, Mayor
City of Lincoln, Logan County, Illinois

ATTEST: _____ (SEAL)

City Clerk, City of Lincoln,
Logan County, Illinois

PROCLAMATION
2026-
ARBOR DAY CELEBRATION

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday called Arbor day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, the City of Lincoln, Illinois has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices

NOW THEREFORE, I Tracy Welch, Mayor of the City of Lincoln, Illinois do hereby Proclaim April 24, 2026as

ARBOR DAY

In the City of Lincoln, Illinois and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations

Dated this 20th Day of April

ATTEST:

Mayor

City Clerk

AGREEMENT BETWEEN

THE CITY OF LINCOLN

AND

THE INTERNATIONAL UNION OF OPERATING

ENGINEERS, LOCAL 399

STREET AND ALLEY

May 1, 2026 to

April 30, 2030

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AGREEMENT BETWEEN
THE CITY OF LINCOLN
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 399
ALLEY AND STREETS

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

PREAMBLE

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

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

**ARTICLE I
RECOGNITION**

Section 1. Unit Description

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

Section 2. Union Steward/Committee Members

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

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

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

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

Section 3. Conditions of Employment

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

Section 4. Residence Requirement

The employee's residence shall be county of Logan.

ARTICLE II

SUMMER HELP AND TEMPORARY EMPLOYEES

1. During the period of May 1 to October 1 each year, the City of Lincoln may continue to hire Summer Help to perform functions related to clean up, storm management, road maintenance and repair such as, but not limited to: mowing, painting, trimming(without chainsaws), patching, barricades, dead animals, flagging, signs, etc. Summer Help will not be used to perform other unrelated operations normally assigned to the Bargaining Unit nor will they be expected to become members of the Union. Summer Help will have any necessary licenses and be qualified to perform any function the Superintendent directs the employee to perform.
2. The Superintendent, at his/her discretion, shall be able to hire temporary employees to perform storm management and/or storm cleanup work that would normally be performed by members of the Bargaining Unit, provided that the Superintendent made at least two attempts to call-in all the full-time Bargaining Unit members and he/she still does not have sufficient manpower to perform the tasks at hand. In the case of snow removal, after the two call attempts are completed by the Superintendent, there must be less than eight (8) employees available, and more than four (4) inches of snow forecast to initiate a hire for temporary employees. Such temporary employees shall hold all necessary license and/or permits and shall be qualified to operate any equipment or perform any function that the Superintendent directs them to perform related to snow removal, storm management, and/or storm cleanup. Temporary employees shall make the current hourly pay rate as outlined in Article XX - Pay Rates for an employee in the first 12 months.

ARTICLE III GRIEVANCE PROCEDURE

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

Step 1: Superintendent

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

Step 2: Mayor/Committee

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

Step 3: Arbitration

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

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

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

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

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

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

ARTICLE IV MANAGEMENTS RIGHTS

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

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

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

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

ARTICLE V NO STRIKE – NO LOCKOUT

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

2. In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.
3. Upon failure of the Union to comply with the provisions of Section 2 above, any agent or official of the union who is an employee covered by this Agreement may be subject to the provisions of Section- 4 below.
4. Any employee that violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against the employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an employee has in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.
5. The City agrees that it shall not lock out any employee in the bargaining unit as a result of a labor dispute during the term of this agreement.

ARTICLE VI DUES DEDUCTION

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Local 399 dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to Local 399, International Union of Operating Engineers, at the address designated by the Local. The Local Hall advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues

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

Section 3. Dues New Employees

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

Section 4. Indemnification

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

Section 4. Political Education Fund

The Employer will deduct a minimum of ten dollars (\$10.00) per month from Employees' wages on the basis of individually signed, voluntary authorized deductions forms. It is agreed that these authorized deductions for the Local 399, International Union of Operating Engineers Political Education Fund (Local 399 IUOE PEF) are not conditions of membership in the International Union of Operating Engineers, Local 399, or employment with the Employer. Payments will be made either by a separate check payable to Local 399 IUOE PEF or via wire transfer at the Employer's option. It is understood and agreed that the cost of administering this payroll deduction for the Local 399 IUOE PEF has been incorporated in the economic package provided under the terms of this Agreement, and therefore, the International Union of Operating Engineers, Local 399 is not required to reimburse the Employer for the costs of such administration. The Union will indemnify and hold the Employer harmless against any claims or liability incurred by reason of such deductions.

ARTICLE VII SENIORITY

1. As used in this Agreement, "seniority" is defined as the continuous length of service or employment with the Employer from the date of last hire. Seniority shall be broken when the employee:
 - a. quits, or
 - b. is discharged for just cause, or
 - c. is laid off pursuant to the provisions of this Agreement for a period of twenty- four months or
 - d. is transferred to a job with the Employer outside the bargaining unit, unless this provision is waived by the mutual agreement of the employer, Union and employee.
2. The Employer shall publish a seniority list upon the execution of this Agreement. Unless an employee disputes seniority date within ten (10) days after its publication, said list shall be final. Any disputes as to a correct date shall be resolved through the grievance procedure.

ARTICLE VIII LAYOFF AND RECALL

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

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

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

ARTICLE IX HOURS OF WORK/OVERTIME

1. All employees shall be scheduled to work a regular shift in each seven (7) day period with fixed starting and quitting times. The normal work schedule shall be 7:00 a.m. to 3:30 p.m. with a thirty (30) minute unpaid lunch period. However, the Employer shall have the right to change the normal work schedule after providing the employees with twelve (12) hours advance notice. This provision shall only apply from Memorial Day through Labor day for excessive heat purposes or work in heavy traffic areas. Any such schedule change shall be implemented in one-week blocks for excessive heat. The Employer shall provide bottled water and ice during any week in which the revised shift is in effect.

Employees working outside the shifts listed above shall be paid at a rate of time and one-half.

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

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

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

5. Call out shall begin based on employee with the least amount of overtime and further based on the employee's qualification to do so. The Union members shall furnish a call- out list or lists of qualified employees in cooperation with the Superintendent. Final approval of the qualification list rests with the Superintendent. In order for an employee to be considered for call-in, the employee must be qualified to perform work necessary or operate the equipment necessary for overtime. The Superintendent shall start with the employee with the least amount of overtime hours and the qualification lists on employees and

any employee who refuses call-out will be charged with the amount of time expended by any employee who accepts said call-out for purposes of the next call-out made. For the purpose of the call-in list only, a new employee will be considered to have the most overtime hours on the first call-in for said new employee. In addition, any employee on authorized leave will be temporarily considered to be the employee with the most overtime hours. Once the list has been completely exhausted, the Superintendent shall thereafter call-in the qualified employees with the least hours of overtime in an effort to equalize the overtime among employees, or the Superintendent may work the overtime call out himself in his discretion after he has gone through the list twice.

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

7. The Employer will provide at the request of the employee a personal record of compensatory time, personal time, sick leave, overtime, and holiday time as of the first day of each calendar month in the payroll period. Said record shall be provided with the payroll at or near the fifteenth (15th) of said calendar month. For transition purposes, the first such report shall be made for the January 15, 1996, payroll period and shall be required for the payroll period on the fifteenth (15) of each month thereafter. Four (4) employees may be off at any given time from November through the end of February.

8.

**ARTICLE X
LEAVES OF ABSENCE**

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

**ARTICLE XI
HOLIDAYS**

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

New Year's Day	Memorial Day	Good Friday	Veteran's Day
Martin Luther King Day	Juneteenth	Labor Day	Columbus Day

Lincoln's Birthday	Independence Day	Thanksgiving Day	Day after Thanksgiving
Washington's Birthday* (also known as President's Day)			Christmas Day

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

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

2. In order to receive holiday pay, an employee must work his regular shift the day before and the day after a holiday unless otherwise approved by the Superintendent, in which case said employee shall receive his holiday pay. For the purposes of this section, approved leave shall include sick leave so long as a note from the employee's physician is provided to the Superintendent.
3. If an employee works on a holiday, as set forth above, that employee shall receive the regular holiday pay plus two times his regular hourly wage for the hours worked on said holiday.

ARTICLE XII VACATIONS

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

- A. As of January 1, of each calendar year:

From zero (0) to two (2) years completed	One (1) week
From two (2) to six (6) years completed	Two (2) weeks
From six (6) to eleven (11) years completed	Three (3) weeks
From eleven (11) to seventeen (17) years completed	Four (4) weeks
From seventeen (17) to twenty-two (22) years completed	Five (5) weeks
Over twenty-two (22) years completed each year of service completed	One (1) additional day for

2. Employees with the approval of the Superintendent shall be allowed, by seniority, to select their vacation time off. Employees shall select a minimum of five (5) individual days and a maximum of ten (10) individual days, but all vacation time shall be posted by seniority. Any additional vacation time shall be selected with a minimum of one (1) week and a maximum of two (2) consecutive week intervals. The vacation calendar will be posted by January 2nd of each calendar year. Vacation time must be selected by

March 1st of each calendar year and may not be modified without the prior approval of the Superintendent.

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

ARTICLE XIII SICK LEAVE

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

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

2. If the consecutive days of sick leave extend beyond three (3) workdays, the employee must present a doctor's certificate to substantiate the basis for the sick leave and in order to return to work. Failure to present such a doctor's certificate will limit the sick leave to three (3) days pay. However, medical documentation may also be requested, and sick leave denied as set forth below.
3. Employees shall cooperate with the Employer in verifying illnesses or injury. Suspected misuse of sick leave may result in the employee being required to provide medical evidence to substantiate any future use of sick leave for a time period not to exceed twelve (12) months as determined by the Superintendent. Suspected misuse of sick leave includes but is not limited to a pattern of absences (e.g., M/F patterns), frequent absences or information that the employee is engaging in off-duty activities that are inconsistent with the sick leave request. Continued misuse of sick leave shall subject the employee to disciplinary action up to and including dismissal of said employee.
4. Sick leave shall not be used for routine doctor, dentist, or any other non-emergency appointments during 2011, 2012 or 2013. Beginning January 2013; employees may use sick leave for routine doctor's appointments for the employee only.
5. If an employee calls in sick and presents a doctor's certificate for authorized sick leave, the employee will have one sick day deducted from the annual days of sick leave as outlined above. Any unauthorized leave taken for such purposes must be taken as authorized personal leave, vacation leave or compensatory time, consistent with the rules for use of such time off.

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

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

8. Under the Illinois Paid Leave for All Workers Act (PLAWA), all employees, including part-time and seasonal workers, are eligible to earn and use paid leave. The parties to this contract agree that the Employer provides significant paid leave for all Employees covered by this agreement, which satisfies the accrual requirements of the Paid Leave for All Workers Act (820 ILCS 192). Paid leave can be used for any reason, without the need to provide a reason for the leave request, and can be taken in increments as small as one hour. Employees should provide notice of their intention to use paid leave as soon as practicable, although no specific notice period is required. Employers may deny leave requests due to operational necessity, provided this is clearly communicated to employees. Employers shall not require documentation or a reason for the leave. Employees will not face retaliation for using paid leave under this policy. Employers must post a notice about the paid leave rights in a conspicuous place at the workplace. Employers who fail to comply with PLAWA may be subject to penalties and enforcement actions by the Illinois Department of Labor. However, this does not affect an employee's right to pursue remedies through the grievance procedure. Please note that the time taken for paid leave will be deducted from the employee's sick leave. After the leave covered under the act is exhausted, any additional leave will be subject to the policy covered under this agreement.

ARTICLE XIV MILITARY SERVICE LEAVE

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

ARTICLE XV PROBATIONARY EMPLOYEES

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

ARTICLE XVI MATERNITY/PATERNITY AND ADOPTION LEAVE

1. Every employee who becomes pregnant shall be granted a leave of absence without pay commencing at any time during her term of pregnancy, with a doctor's slip, ending not later than four (4) weeks after the

date of termination of her pregnancy. Said leave can be extended up to twenty-six (26) weeks with a doctor's slip. The employee shall continue to accumulate seniority and be entitled to medical benefits as prescribed by the Agreement during her leave.

2. Special leave with pay of ten (10) workdays will be granted to a male employee at the birth of his child or to any employee for needs directly related to the adoption of their child. Additional time may be granted at the Superintendent's discretion.

ARTICLE XVII JURY DUTY

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

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

ARTICLE XVIII HEALTH AND WELFARE

Section 1. Employee Health Insurance

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

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

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

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

Section 2. Retiree Health Insurance

The City shall make payment of fifty percent (50%) of the cost of Health Insurance for newly retired Union members if said member is at least fifty-five (55) years of age and has at least twenty (20) years of service with the Department prior to retirement. Any member who has twenty (20) years of service but has not attained the age of fifty-five (55) upon retirement shall pay the health insurance premium until said member attains the age of fifty-five (55).

Once said member has remained in the plan until the age of fifty-five (55) and has had twenty (20) years with the Department then the City shall pay fifty percent (50%) of the cost of the health insurance for said member. This shall only apply to members retiring after May 1, 1989.

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

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

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

Section 3. Life Insurance

All employees shall receive coverage of term life insurance in the amount of ten thousand dollars (\$10,000) with the right of the employee to designate the beneficiary.

Section 4. Health Insurance Committee

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

ARTICLE XIX

UNIFORMS, GLASSES AND WATCHES

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

- a) Prescription Glasses 100% up to \$350.00
- b) Watch 100% up to \$50.00

2. Employees will be reimbursed, upon submittal of a proper receipt, for work clothes, gloves, coveralls, and work boots up to \$750.00 per calendar year. The employee shall turn in receipts for reimbursement to the Office of the City Clerk. It is the responsibility of the employee to maintain the cleaning of his or her respective coveralls.
3. The City of Lincoln will furnish rubber boots for the employees of the Department.
4. The City of Lincoln agrees to furnish rain gear in size medium, large, and extra-large.
5. The above items to be furnished by the City of Lincoln will be replaced on an as needed basis, contingent upon return of the damaged or worn-out items and only if the employer agrees in the need for replacement.
6. The Employer agrees to comply with all Illinois Department of Labor rules related to safety
7. The Employer shall reimburse, upon submittal of a proper receipt, the CDL renewal fee for each employee, but not more than once every four (4) years, including but not limited to any IDOT fees in relation to the CDL. Employees shall be given time during working hours to renew their licenses and be allowed to use a company vehicle.

**ARTICLE XX
PAY RATES**

1. Base for all members except those served by paragraph 4 of this Article.
 - a. All members of the bargaining unit shall be entitled to a monthly base pay of \$5,914.51 from May 1st, 2026, to April 30th 2027.

*Employees hired after May 1, 2002, and before the effective date of this Agreement move to base pay referred to above upon the effective date of the Agreement and shall receive no longevity pay until after "four (4) years of service" step on the longevity schedule below to be effective on the effective date of this Agreement.

In addition to base pay, the employee shall continue to receive longevity pay based on length of service. Said longevity pay shall be as follows:

Years of Service	Longevity Pay
4	4%
6	6%
8	8%
10	10%
12	11%
14	12%
16	13%
18	14%

20	15%
22	16%
24	17%
26	18%
28	20%

2. In addition to the base pay, the Assistant Superintendent shall receive an additional 5.5% May 1st 2026, 6.5% May 1st 2027, 8.5% May 1st 2028, and 10% May 1st 2029.

3. Each full-time member of the Street and Alley Department hired on or after the effective date of this May 1, 2011, Agreement shall be entitled to a graduated salary of the following percentage of base pay during the relevant time period. May 1, 2026, Top Base pay is (\$34.13 per hr.)

4. Wage increases each May 1 2026,2027,2028,2029 are as follows; 5%,4%,4%,4%

	5/1/2025	5/1/2026	5/1/2027	5/1/2028	5/1/2029
Monthly	Current	5.00%	4.00%	4.00%	4.00%
1-12 Months 75%	\$4,224.65	\$4,435.88	\$4,613.32	\$4,797.85	\$4,989.76
12-24 Months 85%	\$4,787.94	\$5,027.34	\$5,228.43	\$5,437.57	\$5,655.07
24-36 Months 95%	\$5,351.23	\$5,618.79	\$5,843.54	\$6,077.28	\$6,320.38
36+ Months	\$5,632.87	\$5,914.51	\$6,151.09	\$6,397.14	\$6,653.02
		5/1/2026	5/1/2027	5/1/2028	5/1/2029
Hourly	Current	5.00%	4.00%	4.00%	4.00%
1-12 Months 75%	\$24.37	\$25.59	\$26.61	\$27.68	\$28.78
12-24 Months 85%	\$27.62	\$29.00	\$30.16	\$31.37	\$32.62
24-36 Months 95%	\$30.87	\$32.41	\$33.71	\$35.06	\$36.46
36+ Months	\$32.50	\$34.13	\$35.49	\$36.91	\$38.39

ARTICLE XXI CHANGE OF MANAGEMENT

This Agreement shall remain in full force notwithstanding changes in ownership, control, or management of any facility. Within thirty (30) days of a change of ownership or management of such facility, the Employer shall notify the Union of such change. Changes in ownership, control, or management do not relieve the owner or manager of their obligations under this Agreement.

ARTICLE XXII

DURATION

This Agreement shall be effective from May 1, 2026, through April 30, 2030, and shall renew year to year thereafter unless either party gives notice of termination in writing by certified mail at least sixty (60) days prior to any termination date.

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

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

**ARTICLE XXIII
SIGNATURES**

CITY OF LINCOLN, ILLINOIS

INTERNATIONAL UNION OF OPERATING
ENGINEERS – LOCAL 399

Mayor Date

Patrick Kelly Date
President/Business Manager

City Clerk

James Gleich Date
Business Representative

LABOR AGREEMENT

BETWEEN

CITY OF LINCOLN, ILLINOIS

AND

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

REPRESENTING

LINCOLN CITY LODGE #208

MAY 1, 2026 - APRIL 30, 2030

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. 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 issued 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) Demotion

(e) Discharge

In regard to a demotion of a Sergeant, on duty deficiencies may lead to a demotion of two ranks. Off duty violations would typically result in a demotion of one rank unless the violation is egregious enough to warrant a demotion of two ranks. An employee who is demoted will still have seniority from his time in the higher rank. 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, 65 ILCS 5/10-2.1-14, 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. In addition to the above, there can also be "power shifts," one on each rotation, beginning at 3:00 PM and ending at 3:00 AM. Should a canine officer be assigned to a power shift, his shift shall begin at 3:00 PM and end at 2:00 AM, pursuant to Article 28 of this Agreement.

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.

School Resource Officers, during the normal school year, shall be assigned to an 8-hour schedule as defined in Section 14.2. Once the school year is completed and summer break begins, where the SRO is no longer assigned or needed at their assigned school, each SRO will be assigned to a patrol shift working the 12-hour schedule, as defined in Section 14.1. In this event, and due to SRO/s being assigned to both the 8-hour and 12-hours shift within a calendar year; SRO/s shall accrue benefit time and sick time, as if the SRO/s were assigned to the 12-hour schedule permanently, as defined in Sections 16.7, 20.3 and Article 21.

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.

Volunteering to switch shifts without the seven (7) calendar day notice is acceptable in the event of circumstances such as the officer's attendance at specific non-mandated, officer requested training or other circumstances, which may arise and are unforeseen, but not intended to alleviate overtime.

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, either the Chief or Deputy Chief will request that employees submit a request to the Police Chief or Deputy Chief, via department email, to be assigned to either day shift or night shift. The Police Chief shall make the final decision on the shift assignment and days off, based upon operational considerations, qualifications, rank 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.
- (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.
- (c) Training time accrued within any rolling 12-month period, shall be utilized within 12-months following the date of the training time was earned. At no time, will any officer receive pay for earned training time hours.

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.

Should an officer complete and submit an unsatisfactory report and then be required to appear at the station to make corrections or complete a report or assignment, which should have

been completed prior to shift's end, shall not constitute as a "call-back" and not receive a minimum of two (2) hours of overtime. Officers shall only receive compensation for the time spent correcting the unsatisfactory report or assignment.

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 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

uncle or aunt

first cousin

stepparents of officer or spouse

step-grandparents

brother-in-law or sister-in-law

domestic partner; as defined; (5 C.F.R. subsection 875.213); a person in a committed relationship between two adults of the opposite or same sex in which the partners are each other's sole domestic partner and intend to remain so indefinitely, maintain a common residence, are at least 18 years of age and mentally competent to consent to a contract, share responsibility for a significant measure of each other's financial obligations, are not married or joined in a civil union to anyone else, are not a domestic partner to anyone else, are not related in any way that would prohibit legal marriage in the U.S.A. jurisdiction in which the partnership was formed, who provide documentation demonstrating fulfillment of these requirements and certify that they understand that willful falsification of the documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action.

16.2 Bereavement Leave/Death in Family

The Employer agrees to provide to officers leave without loss of pay as a result of death within the officer's family (as defined above in section 16.1). Upon the death of a person in the officer's 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

A. 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 six (6) sick days annually for the well-care, medical or dental appointments, or illness of sick spouse, child, stepchild, adopted child, foster child or children, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent with advanced notice when practical. These six (6) 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) hours for those assigned to a twelve (12) 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:

- (1) Officers must notify the Supervisor 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.
- (2) In the event that the absence for which leave is requested exceeds three (3) consecutive shifts, the employee must submit documentation from his physician attesting to the necessity of the employee being absent from work due to personal illness or personal injury.
- (3) Upon an employee becoming aware of the need to schedule sick time in advance, such notice shall be given to the Chief or Deputy Chief with as much advance notice as reasonably possible. Scheduling of any sick time in advance will be approved by the Chief or Deputy Chief only. When practical and reasonable, the employee shall provide written documentation from the employee's physician, medical professional or specialist to the Chief or Deputy Chief, explaining the need for the advance scheduling of sick time.

- (4) Once an employee utilizes eighty-four (84) hours of personal sick time in a calendar year, which is not accompanied by medical documentation from a health care provider, any utilization of personal sick time once the eighty-four (84) hour threshold is reached, employees shall submit written medical documentation from his Physician that he has been seen by a Physician, that he was unable to work, the expected duration of the leave should the leave be extended, the cause of the sick leave, that he was unable to work and/or the expected date of return to work.

B. If any employee is off work due to a duty injury or extended sick leave in excess of (A2) 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 Deputy Chief. 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 Deputy Chief, prior to the original date of return. An example of a "pattern of sick leave" is, but is not limited to, extending vacation time by the utilization of sick leave; utilizing sick leave prior to a scheduled vacation or other benefit time utilization; habitually utilizing the same day or days for sick leave; habitually utilizing sick leave when staffing levels are at minimum; habitually utilizing sick leave on holidays or on days when there are major national, state or local events scheduled.

C. 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 one hundred forty-four (144) personal 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.

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

E. 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, in which the Sick Leave Buyback (paragraph F) would apply.

- (1) From the effective date of this agreement, and with respect to those employees hired prior to May 1st, 2002, said employees shall be granted one thousand eighty (1080) hours of sick time, at which time, said hours will be managed in the same manner as those employees hired after May 1st, 2002, along with the other paragraphs of section 16.7 applying.

- (2) Employees may accrue up to a maximum of two thousand one hundred eighty-four (2184) sick hours. The sick hours accumulated above the one thousand eighty (1080) hours shall only be utilized for extended illnesses, off duty injuries or the like and may be relinquished to other employees, at the discretion of the donor, who have endured extended illnesses or off duty injuries, who may not have enough sick hours to encompass the expected duration of the sick leave, up to a maximum of two thousand one hundred eighty-four (2184) sick hours. Employees requesting the utilization of sick hours between one thousand eighty-one (1081) and the two thousand one hundred eighty-four (2184) sick hour maximum, must have the intentions of returning to full-time duty. Furthermore, such requests, either utilization or donation of sick hours between one thousand eighty-one (1081) hours and the two thousand one hundred eighty-four (2184) hour maximum, must be in writing, addressed to the Chief or Deputy Chief, and at which time will be kept in the permanent record of each of the member's personnel file.

F. 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.)

G. Any employee who 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.

16.8 Fitness-for-Duty Testing

Should the Employer have reason to believe that an employee is not fit for duty or believed to be fit for duty but continues to utilize sick leave; the Employer may require that the employee have an examination by a qualified and licensed medical physician or specialist, 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 scheduled examination and the reasons for such. 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 physician or specialist, 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, on or off duty, provided however, that the employee is released for such an assignment by their physician and or the city physician. Should an employee be released by his physician or the city's physician for an assignment of light duty, said employee shall be assigned to such. 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. The Light Duty assignment shall consist of a, Monday through Friday, 8:00 AM to 4:00 PM, assignment consisting of tasks assigned by the Chief or Deputy Chief. 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	Certified	Base
Patrolman	5/1/2026	\$4,780.68/mo.	\$5,285.74/mo.	\$6,579.24/mo.
Patrolman	5/1/2027	\$4,971.91/mo.	\$5,469.09/mo.	\$6,842.41/mo.
Patrolman	5/1/2028	\$5,170.79/mo.	\$5,687.85/mo.	\$7,116.11/mo.
Patrolman	5/1/2029	\$5,377.62/mo.	\$5,915.36/mo.	\$7,400.75/mo.

Certified Officers shall be defined as having completed the basic Police Training Academy.

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	12% of base salary
14 years	13% of base salary
16 years	14% of base salary
18 years	15% of base salary
20 years	16% of base salary
22 years	17% of base salary
24 years	18% of base salary
25 years	20% of base salary
27 years	22% of base salary

17.4 Specialty Positions

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 5% of base pay 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	Handcuffs and Carrier
Magazine Carrier	Boots
Gun Belt	Body Armor and Carrier
Inner Belt	Policy Manual
3 Badges and Hat Shield	Flashlight and Carrier
Collar Insignia	Clipboard
Tie Clasp	Earpiece and Shoulder Microphone
Name Bar	(3) LS Shirts
ID Card	(3) SS Shirts
Uniform Hat	(3) Pants

Equipment Issue Inventory

Expandable Baton

Portable Radio, Charger and Clip

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) The Deputy Chief or Chief 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 fifty (150) Personal Time Off hours.

- (a) On 01 Jan. of each calendar year, one hundred thirty-two (132) 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-eight (128) Personal Time Off hours.

- (a) On 01 Jan. of each calendar year, one hundred twelve (112) 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	84 hours
April thru June	60 hours
July thru September	48 hours
October thru December	36 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, Deputy Chief or Chief, 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	
Solo Patrol Certified	twenty-four	(24)	thirty-six	(36)
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.

Vacation selections shall run through each perspective shift one time via the aforementioned process in the above paragraph. Should any officer elect not to schedule any unused or remaining vacation time, said unused vacation time will then be granted on a first request basis, regardless of rank or seniority.

Any dispute within a unit (shift), as to the selection of a vacation day, as described in the above paragraph, shall be reviewed and resolved by affected Supervisor, Deputy Chief or Chief.

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, due to unforeseen or exigent circumstances only, such as extended illness and duty or non-duty related injury. Should such a carry-over of vacation time be requested by an officer, the circumstances will be reviewed on a case-by-case basis, with the requesting officer and 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 100% of the employee's deductible, not to exceed \$3,000, annually, 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.

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 retired employees if said employees are fifty (50) years of age and have had twenty (20) years on the force prior to retirement. Any current retiree on May 1, 2022, who is less than fifty-five years of age, but has twenty (20) years of service, shall receive the above benefit when they reach fifty-five (55) years of age. 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.

Citizen complaints alleging officer misconduct will be retained by the Department in accordance with the Local Records Act (50 ILCS 205/25).

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

Oral reprimands, not accompanied by a citizen complaint, which an officer receives shall be removed from that police officer's file once a period of one (1) year passes without the officer receiving any further disciplinary actions.

Written reprimands, not accompanied by a citizen complaint, which an officer receives shall be removed from that officer's personnel file 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 or marijuana;
- (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 section 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 chromatographyl mass spectrometry (GCMS) 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 sample is positive only if both the initial screening and confirmation test are positive for a particular drug/amount. 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 Ng (1).....	50 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 Ng (1)	2.5 ng/ml
Cocaine Metabolites (2)	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml

Confirmatory Test Level

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, marijuana, or is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with a prescribed drug, marijuana 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, marijuana 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 or marijuana 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.	

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 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 the following counties: Logan, Tazewell, Mason, McLean, DeWitt, Macon, Sangamon, or Menard; 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 advanced approval of the Police Chief, an officer who is elected to the police pension board may participate in the initial on-line state mandated training for police pension board members while on or off duty. For the 8-hour annual re-training, with the advance approval of the Deputy Chief or 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. Should an officer/s on the police pension board attend training on a regularly scheduled day off, the hours spend in pension training shall consist of training time as described in Section 14.7 of this Agreement.

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.

27.9 Training Reimbursement

- (a) The following shall apply to any employee hired after February 16, 2021:
- (b) During the first two (2) years after receiving initial training at a police academy, should an Employee leave the employment of the Employer for any reason, other than disability or layoff, the Employee shall repay non-reimbursed monies spent by the Employer for training and non-reusable equipment provided.
- (c) Such reimbursement shall be pro-rated as follows:

Employee leaves within the first six (6) months after completion of police academy	100% of costs
Employee leaves between six (6) and twelve (12) months after completion of police academy	75% of costs
Employee leaves between twelve (12) and eighteen (18) months after completion of police academy	50% of costs
Employee leaves between eighteen (18) and twenty-four (24) months after completion of police academy	25% of costs

Any and or all the above may be waived by the Chief of Police and Mayor.

Reimbursement shall be provided through a deduction in the applicable employee’s final paycheck. Should the reimbursement amount owed be greater than the final paycheck, the remaining amount shall be paid by the applicable employee within thirty (30) calendar days of the date of the final paycheck.

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, 6:00 PM to 5:00 AM if the Officer is scheduled during a night shift, or a “power shift” starting as 3:00 PM to 2:00 AM; 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, 2026 until April 30, 2030 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, 2026.

- (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, by email, 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

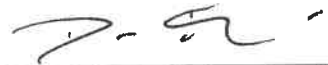
Illinois F.O.P. Labor Council
974 Clock Tower Drive
Springfield, IL. 62704

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____ 2026.


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, (please print name) _____, 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 (insert Employer's name), 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.

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Cell Phone Number: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____ Today's Date: _____

-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)

Lodge/Unit No.: _____	Year: _____	Grievance No.: _____
------------------------------	--------------------	-----------------------------



Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles

Briefly state the facts: _____

Remedy Sought: _____, and any other appropriate remedies.

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

Lodge/Unit No.:

Year:

Grievance No.:

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date



AGREEMENT

BETWEEN THE

CITY OF LINCOLN

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 3092

2026-2030

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ARTICLE 1 PREAMBLE

Section 1.1 - OBJECTIVE OF THE PARTIES

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

Section 1.2 - UNDERSTANDING OF THE PARTIES

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

Section 1.3 - PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this agreement shall be applied equally to all officers in the bargaining union and city management without prejudice or discrimination as to their race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental handicap, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, or source of income, unless a bona fide occupational qualification exists, or such factor as outlined above is otherwise legally and expressly authorized to be considered. The union shall share equally with the employer the responsibility for applying this provision of the agreement. Both the employer and the union agree not to interfere with the rights of employees to become or refrain from becoming members of the union and there shall be no discrimination, interference, restraint, or coercion by the employer or the union against any officers because of their membership or non-membership in the union. The union recognizes its responsibility as bargaining agent and agrees to represent all officers in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 2 RECOGNITION

The employer recognizes the union as the sole and exclusive bargaining agent for all employees of the fire department except the Chief, Deputy Chief, and Assistant Chiefs. The bargaining unit will include all members below the rank of Assistant Chief. This includes Captains, Lieutenants, Inspectors, and Firefighters.

ARTICLE 3 UNION SECURITY CLAUSE

Section 3.1 – DULY AUTHORIZED REPRESENTATIVES

The employer recognizes accredited representatives of the firefighters as qualified and authorized to bargain collectively for all the personnel of the fire department excluding the Chief, Deputy Chief, and Assistant Chief(s).

Section 3.2 – NOTICE TO THE CITY

requirements. Group meetings of the membership shall not be scheduled without prior notice to the Fire Chief.

ARTICLE 5 PRINTING AND SUPPLYING AGREEMENT

This agreement and any future agreement shall be supplied to each employee at no extra cost to the employee. The employer will supply said agreement to the employees no later than thirty (30) calendar days after ratification. In addition, the employer shall supply the union with a hard disk copy of the contract.

ARTICLE 6 LABOR RELATIONS COMMITTEE, GRIEVANCE, AND ARBITRATION PROCEDURE

Section 6.1 – DISPUTE RESOLUTION

It is mutually agreed and understood that in any labor agreement it becomes necessary to resort to some means of resolving disputes between the parties. The employer and the union agree to adhere to the following procedure in order to seek resolution of the disputes in the most fair and equitable manner.

Section 6.2 – DEFINITION OF A GREIVANCE

A grievance is defined as any dispute or difference of opinion arising between the union or any of its members and the employer or those authorized as its agents involving the interpretation, meaning, or application of this agreement, the violation or alleged violation of this agreement; the actions or failure to act on behalf of the terms of this agreement.

Section 6.3 – TIME LIMITS AND GREIVANCE PROCESSING

- (a) The time limits contained herein may be waived, extended, or contracted by mutual agreement of the parties.
- (b) A grievance may be withdrawn by the aggrieved party at any point in the procedure.
- (c) The aggrieved party shall not be disciplined nor harmed in any sense for filing or withdrawing a grievance.
- (d) A member of the bargaining unit shall be allowed time off without loss of pay to process grievances.
- (e) The standard grievance form (See Appendix A) shall be used to process the grievance.

Section 6.4 – GRIEVANCE PROCEDURE

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

(a) Step One – Fire Chief

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

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

ARTICLE 11 HOURS OF WORK/OVERTIME/MANNING/ETC.

Section 11.1 - HOURS OF WORK

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

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

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

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

Section 11.2 - FLSA WORK CYCLE

The city shall establish an FLSA work cycle for each employee covered by this agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the twenty-seventh day of the cycle. Each employee's work cycle shall be established so that the employees "Kelly Day" (eighteenth shift) falls on the shift starting at 7:00 a.m. on the twenty-seventh day of his or her work cycle and ends at 7:00 a.m. on the first day of the succeeding work cycle.

Section 11.3 – TRADES

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

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

Section 11.4 - OVERTIME AND CALL

- (a) To determine the employee's base hourly rate of pay for purposes of overtime, the total annual salary, including base salary and longevity pay, and certification pay to which an employee is entitled, shall be divided by the regularly scheduled annual hours of work.
- (b) For employees whose principal assignment is fire suppression, the annual hours

The union will advise the clerk of the City of Lincoln and the chairman of the alderman negotiating committee of the identity of the duly authorized representatives for negotiating purposes.

Section 3.3 - MAINTENANCE OF MEMBERSHIP

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

Section 3.4 - PAYROLL DEDUCTION OF UNION DUES

- (a) During the term of this agreement, the employer agrees to make a payroll deduction each pay period, of union dues, fair share fee, initiation fee, and assessment(s), in the amount certified to be current by the secretary-treasurer of the union, from the pay of those employees covered by this agreement who individually request in writing that such deductions be made. The total amount of the deduction shall be remitted to the union no later than seven (7) days after the deduction is made by the employer.
- (b) Authorization for such deductions shall be irrevocable unless revoked by written notice to the employer and to the union during the thirty (30) days prior to the expiration of the contract.

Section 3.5 – INDEMNIFICATION

The union shall indemnify and hold harmless the employer against any and all claims, suits, or judgments brought or issued against the employer as a result of any action taken pursuant to the check-off provision, including any costs incurred by the employer arising from changes to the fair share fee amount provided that the employer has not promoted or instigated such challenge.

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

- (a) The employer gives immediate notice of the action in writing to the union and permits the union intervention as a party if it is so desired, and
- (b) The employer gives full and complete cooperation to the union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both and all appellate levels.

ARTICLE 4 UNION BUSINESS

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

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

(b) Step Two – Labor Relations Committee

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

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

(c) Step Three – Arbitration

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

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

The cost of transcription will be borne by the party requesting it, unless required by the arbitrator, in which event such costs shall be mutually borne. The arbitrator shall have no power to add to nor subtract from nor modify any of the terms of this agreement.

ARTICLE 7 SENIORITY AND PERSONNEL REDUCTION

Section 7.1 – DEFINITION OF SENIORITY

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

Section 7.2 – LAYOFF

In case of personnel reduction, the employee with the least seniority shall be laid off first. Employees who are on layoff will be recalled in inverse order of layoff. Employees on layoff in

excess of three (3) years are expected to pass a physical examination similar to the entrance examination to show that they have the physical requirements to perform the duties of the position.

Section 7.3 - RECALL

An employee in layoff will be notified of recall by means of certified mail return receipt. An employee on layoff is expected to keep the employer informed of his current address. An employee recalled from layoff is expected to notify the chief of his intent to report for work and the projected date of his return. Failure to report for work on recall from layoff within fifteen calendar days of notification of recall will be considered resignation and loss of seniority. When there is an impending layoff with respect to members of the bargaining unit, the employer shall inform the union, in writing, no later than thirty (30) calendar days prior to such layoff. The employer will provide the union with the names of all employees to be laid off in said notice.

Section 7.4 – EMPLOYEE STATUS

The employer shall maintain and post, upon request, a current seniority list. This list shall be used whenever called for by specific articles and sections of this agreement and in other cases as may be agreed upon by the employer and the union. The employee may challenge his standing on the seniority list through the grievance procedure within the time limits enumerated in the grievance procedure.

Section 7.5 – PROMOTIONS

(a) General

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

(b) Weights and components of the promotional tests

The weights and components for the promotional tests for the term of the agreement shall be in accordance with the weights and components agreed to by the City of Lincoln and I.A.F.F Local 3092 on 9/3/2024 (referenced below) or unless both parties mutually agree otherwise.
Lincoln FD promotional testing procedure:

1. Members must have a minimum of 3 years with Lincoln Fire Department to take any promotional exam, calculated from date of hire to date of written exam. Members must have a minimum of 3 years with Lincoln Fire Department to accept any promotion.
2. Post that test will be taking place 120 days prior to test date, whenever possible.
3. Post weighted components of test. All components will be scored based on 100 points. Scores will then be calculated by their assigned weight.
 - a. Oral interview by fire and police commission 20%

- b. Chief's subjective points 5%
 - c. Seniority 22%
 - d. Merit 18%
 - e. Written test 35%
4. Provide reading materials at least 90 days prior to test date.
 5. Interview scores will be based on 100 points. Oral interview will take place at the date provided by the Fire and Police Commission. Scores from commissioners will be averaged, then calculated per assigned weight and posted.
 6. Chief's points will be assigned based on 100 points. Chief's points will then be calculated per assigned weight and given to the fire and police commission where they will remain sealed until after oral interview with fire and police commission. Chief's points will be opened and posted after the posting of the oral interview points.
 7. Seniority points will be based on 100 points. Seniority points will be awarded based on the applicants hire date and the date of the written exam. 4 points will be awarded per year of service up to 25 years of service. No half years will be honored. Scores will then be calculated per assigned weight and posted.
 8. Merit points will be based on 100 points. Merit points will be calculated at 3.125 points per class listed. State certification from any state, or equivalent with passing grades (with JPRs), will be required for state certifiable classes. State certifications that have expired will still be honored. Scores will then be calculated per assigned weight and posted.
 9. Written exam will be held at time and place as set forth by Fire and Police commission. Scores will be based on 100 points. Scores will be graded on site and candidates will be given their score, unless sealed immediately for shipment to testing center.
 10. The component scores will have been reduced by their weight factor assigned to the component on the test. The scores of all components shall be added to produce a total score based on a scale of 100 points.
 11. Preliminary promotion list will then be posted.
 12. Veteran's points (up to 3.5 points) will be accepted up to 10 days from posting of initial promotion list. Veteran's points must be requested in writing or via email.

The Illinois Municipal Code grants promotional preference points. To qualify, veterans must have engaged in the active military or naval service of the U.S. for a period of at least one year before being honorably discharged or, in lieu of honorable discharge, are still serving in an active or inactive reserve status. Such veterans shall be preferred for promotional appointment to civil offices, positions, and places of employment in the classified civil service of any municipality under this code. The qualifying veteran is entitled to seven-tenths of one point for every 6 months or fraction thereof of active military or naval service not exceeding 30 months. The qualifying veteran can use these points towards only one promotion.

13. Final promotional list will be posted and remain in effect for 3 years or until exhausted.

Index of classes for merit points:

Fire officer 1, Management 1, Vehicle machinery tech,
 Management 2, Fire prevention principles, Confined space ops,

Tactics and strategy 1, Instructor 1, Building collapse ops,
Fire officer 2, Management 3, Building collapse tech,
Management 4, Tactics and strategy 2, Fire Inspector,
Instructor 2, Any associate's degree, Fire investigator,
Any bachelor's degree, Haz mat ops, Haz Mat IC,
Haz mat tech A, EMT B or higher, First in fire officer,
Rope ops, Rope Tech, Trench ops, Trench Tech,
FF advanced/FF3, Smoke divers, FAST, Vehicle machinery ops

(c) Waiver of monitoring

The parties hereby waive the monitoring required by section 25 of the IFDPA.

(d) Grievances

Pursuant to article 6 of the parties' collective bargaining agreement, the union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this article shall have a right to file a grievance of the matter, subject to the following conditions:

- (i) The grievance shall be limited to disputes relating to a claim that the city failed to follow the requirements of this article in administering the test. Only such objective grievances shall be allowed under the parties' grievance procedure contained in Article 6.
- (ii) The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.
- (iii) In the event of grievance disputes arising under the terms of this article, the parties adopt the definitions set forth in section 5 of the IFDPA to facilitate resolution of any conflicts.

(e) Non – waiver

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

ARTICLE 8 LABOR MANAGEMENT COMMITTEE

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

ARTICLE 9 RULES AND REGULATIONS

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

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

(b) Employees may use up to six (6) work shifts of sick leave per calendar year due to illness, disability, injury, or routine medical and dental appointments of the employee's spouse children, siblings, parents, grandparents, grandchildren, mother-in-law, father-in-law, stepparent, domestic partner, and/or stepchildren that require the employee's presence and subject to the other provisions of this agreement. (employees hired on or after 5/1/2026 exempt)

15.3 – SICK LEAVE ABUSE

The parties recognize that the abuse of sick leave interferes with the department's productivity, is unfair to the majority of the bargaining unit employees with good attendance records and that service to citizens requires a minimum complement of staff to be present to respond to emergencies. To provide a reasonable degree of assurance that sick leave is not abused, the parties agree that:

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

(b) In the event that the absence for which leave is requested is two (2) consecutive shift periods (of the employee), the employee develops a pattern of sick leave usage, the employee has four or more occurrences (i.e., eight (8) hour increments, full day, or a consecutive day increments) in a 12 month period and/or four or more occurrences in which sick days are scheduled in a pattern of usage before or after vacations, kelly days and/or holidays, the employee must submit documentation from his physician attesting to the necessity of the employee being absent from work due to personal illness or personal injury. (employees hired on or after 5/1/2026 exempt)

(c) If an employee is off work due to a duty injury or extended sick leave in excess of two (2) above for non-duty illness or off-the-job injury or disability, that employee must submit written medical documentation from his physician as to the expected duration of the leave, the cause of the leave, and the expected date of return to work. Such documentation is to be submitted to the chief or his designee. If additional time off is required for recovery which exceeds the original projected date of return, additional documentation from the employee's physician must be submitted to the chief (or his designee) prior to the original date of return. (employees hired on or after 5/1/2026 exempt)

(d) In the event that the absence under this article exceeds two (2) consecutive shift periods (of the employee), the city has the right to require the employee to submit to physical examination by a physician of the city's choosing to be paid by the city. Said examination is granted so that the city can confirm (1) the illness, injury, or disability of an employee and/or (2) the employee's ability to return to active duty after a period of illness, injury, or disability. (employees hired on or after 5/1/2026 exempt)

(e) In the event that the absence for an illness, injury, or disability exceeds two (2) consecutive shift periods, the city has the right to require the employee to submit to a physical examination as outlined in subparagraph (4) of this article to confirm the illness, injury, or disability of the employee. If the city's physician confirms the illness, injury, or disability of the employee, then the employee will remain on sick leave under the direction

work performance shall be subject to the grievance procedure.

The employer and the employee agree that the rules of conduct for fire personnel are set forth in the policy manual of the Lincoln Fire Department commonly known as the "red book" (issued in 2024) and the employees agree to conduct themselves in the manner set forth therein. The parties acknowledge that the "red book" will be integrated in Lexipol rules and regulations. The parties acknowledge that rules and regulations are subject to revision by the employer, and the employer agrees that substantial revision of terms of employment shall be conducted with notice to the union to determine the need for additional negotiation and collective bargaining.

ARTICLE 10 DISCIPLINE AND DISCHARGE

Section 10.1 – JUST CAUSE

No employee shall be disciplined or discharged without just cause. Hearings on charges for removal, suspension and/or discharge shall be held exclusively pursuant to the terms of this article, the provisions of the grievance/arbitration procedure (Article 6) of this agreement and in accordance with Section 15.6 of the Illinois Labor Relations Act which are intended to supersede the provisions of the Board of Fire and Police Commissioners Act. Provided however, grievances over verbal and written reprimands are grievable only up to Step 2 and may not be processed to arbitration. Nothing herein shall be construed to limit the union's right to decide not to process grievances of employees that are not meritorious pursuant to Section 6 of the Illinois Labor Relations Act (5 ILCS 315/6).

Section 10.2 – DISCIPLINE

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

- (a) oral reprimand;
- (b) written reprimand;
- (c) unpaid suspension; and
- (d) discharge.

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

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

Section 10.3 – PRE-DISCIPLINARY MEETINGS

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

Section 10.4 – FIREFIGHTER'S DISCIPLINARY ACT

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

worked is 2,760.

- (c) For employees whose principal assignment is fire prevention or inspection, the annual hours worked is 2,080.
- (d) When an employee works outside his or her regularly scheduled duty shift and the actual time worked is not contiguous with the employee's regularly scheduled duty shift, the employee shall receive a minimum of two (2) hours pay at a rate of one and one-half (1 1/2) times the employee's hourly rate of pay. This applies even if the actual hours worked is less than two (2) hours.
- (e) If the employee's actual overtime worked is contiguous with his/her regularly scheduled duty shift, the employee shall be paid for the actual time worked at a rate of one and one-half (1 1/2) times his/her hourly rate of pay.
- (f) All overtime payments shall be based on fifteen-minute increments.
- (g) All recalls shall be distributed and rotated equally among employees by seniority.
- (h) The employer agrees to maintain a log to show the time of call.
- (i) If a man is not working due to sickness, vacations, schooling, or "Kelly Day", he will not lose his call back time for overtime.

Section 11.5 - BENEFIT CONVERSION

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

Section 11.6 – 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 used compensatory time by the employee.

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

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

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

Section 11.7 - WORKING OUT OF CLASSIFICATION

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

Any firefighter who is required by the chief or officer-in-charge to accept responsibilities and carry out the duties of a company officer during any calendar year shall be paid \$50.00 per occurrence, up to \$500.00 (less applicable taxes and withholdings) per calendar year for accepting said assignment(s). Only firefighters on the Lieutenant's promotional list or, if no such firefighter is on-duty, the most senior firefighter on-duty, may be so assigned.

Section 11.8 - MINIMUM MANNING

- (a) The employer currently has a schedule wherein the employees work twenty-four (24) hours on duty and forty-eight (48) hours off. It is agreed that, under this schedule, a minimum of three (3) firefighters and one (1) officer will be available for response to alarms.
- (b) An officer is defined as any Assistant Chief, Captain, or Lieutenant whose primary duty is to supervise a 24-hour shift as that shift's senior officer.
- (c) On those occasions wherein an Assistant Chief, Captain, or Lieutenant is not present, the overtime duty roster will be followed and the next officer entitled to overtime on said roster will be contacted regarding the call in to fill the vacancy.
- (d) The intent of the paragraph on minimum manning is not to have coverage on a minute-to-minute basis. As an example, when employees are called for an emergency and leave the station, replacement of said personnel is not necessary under this article and paragraph. This is also applicable when employees are performing public relations duties.
- (e) City firefighters called on an emergency must notify their officer in charge as to the nature of the call and to their availability.
- (f) It is understood that no definitive guidelines can be developed and that cooperation of the parties is important. A simple rule of thumb is that if the time is expected to exceed one (1) hour, a replacement should be called immediately. If the time is expected to be up to one (1) hour, a replacement need not be called.
- (g) In addition, since the start of the shift is 7:00 a.m., the status as to manning should be viewed as the status at the start of the shift.
- (h) The discussions during the negotiations in the paragraph "minimum manning" revolved about the staffing of a shift solely. As a result, application of said paragraph was not intended to modify any other paragraph in the labor agreement or to modify any practice. Hence, its application is limited to the staffing of a shift exclusively.

Section 11.9 – SHIFT EXCHANGES

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

Section 11.10 – EMT CERTIFICATION

All employees covered by this agreement are expected to obtain and maintain their EMT certification throughout their employment with the City of Lincoln. The EMT coordinator shall be responsible for verifying training records and assistance with EMT renewal. The EMT coordinator shall be annually appointed by the Fire Chief. The EMT coordinator shall receive a payment of 1500.00 at the end of each fiscal year.

ARTICLE 12 SALARIES/LONGEVITY/PROBATIONARY PERIOD

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

12.1 BASE SALARY (after 2 years)

Base Salary for the period 5/1/26 to 4/30/27 will be 6249.27 (5%)

Base Salary for the period 5/1/27 to 4/30/28 will be 6499.24 (4%)

Base Salary for the period 5/1/28 to 4/30/29 will be 6759.21 (4%)

Base Salary for the period 5/1/29 to 4/30/30 will be 7029.58 (4%)

Section 12.2 - LONGEVITY

In addition to base salary, monthly longevity pay shall be as follows for each full year of completed service:

Length of service	Longevity increase
2 years	2.50% of base salary
4 years	4.00% of base salary
6 years	6.00% of base salary
8 years	8.00% of base salary
10 years	10.00% of base salary
12 years	11.00% of base salary
14 years	12.00% of base salary
16 years	13.00% of base salary
18 years	14.00% of base salary
20 years	15.00% of base salary
22 years	16.00% of base salary
24 years	17.00% of base salary
26 years	18.00% of base salary
28 years	19.00% of base salary

Section 12.3 – RANK PAY

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

EMT	2%
Lieutenant	5.75%
Inspector	5.75%
Captains	9%

Section 12.4 – NEW EMPLOYEES

- (a) A new employee shall have a base salary of \$4257.54 per month.
- (b) A new employee shall receive a pay increase of 500.00 per month after the first year on the job.
- (c) After a new employee has been on the job two (2) years, the employee shall be entitled to full base salary and longevity as set forth above.

Section 12.5 - PROBATIONARY PERIOD

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

Section 12.6 - COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAYOFF, OR DEATH

Any employee who resigns, retires, is dismissed, or is laid off is eligible and shall be compensated accordingly for his accumulated overtime, compensatory time, holiday time, and vacation time, including pro-rata pay for the current year at his current rate of pay. In the event of employee death, the employee's beneficiary will be entitled to compensation as shown above, including sick days.

ARTICLE 13 VACATION LEAVE

Section 13.1 EARNED VACATION

Each employee shall be eligible for vacation with pay after his first year of employment. employees shall earn vacation allowance as of their first date of employment. Vacation shall be earned annually based on the following schedule:

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

Section 13.2 – ASSIGNMENT OF VACATION

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

- (a) Vacation or holidays will have priority if said vacation and/or holidays are scheduled with sufficient advance notice for the city to be able to cancel a scheduled school or conference to obtain a full refund for any expenses related to that school or conference.
- (b) Any employee requesting a vacation day or holiday that results in the cancellation of a school or conference must use that day as a vacation day or

insurance for said member. This shall only apply to members retiring after May 1, 1989. Said retiree insurance shall be subject to the same terms, conditions and adjustments in benefits and coverage as set forth above. Once a retiree becomes Medicare eligible, the city may provide insurance as a Medicare supplement to those employees who are eligible in lieu of the above-referenced plan(s). The city agrees to pay fifty percent (50%) of the Medicare supplement for those eligible employees as outlined above.

Section 22.6 - DENTAL INSURANCE

The employer shall pay one hundred percent (100%) of the costs of the premium for the dental insurance which shall include preventative treatment for the dependents and 80/20 on employees (everything except for orthodontics).

Section 22.7 - LIFE INSURANCE

- (a) All employees shall receive coverage on term life insurance in the amount of ten thousand dollars (\$10,000.00) with the right of the employee to designate the beneficiary.
- (b) The employer shall pay up to fifteen thousand dollars (\$15,000.00) for funeral expenses for the employee due to the employee's death in the line of duty.

ARTICLE 23 TURNOUT GEAR

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

- (a) Helmet
- (b) Protective goggles and shield
- (c) Hood (Nomex or equivalent)
- (d) S.C.B.A. mask
- (e) Bunker boots with steel shank
- (f) Bunker pants with liner and suspenders (Nomex or equivalent)
- (g) Work gloves
- (h) Flashlight
- (i) Spanner wrench
- (j) Turnout coat
- (k) Safety vest
- (l) Safety glasses

ARTICLE 24 MILEAGE ALLOWANCE

Any member of the bargaining unit required to respond to a call outside the city limits of the City of Lincoln using his personal vehicle will be paid at the IRS rate then in effect per mile from his residence to the scene and back. An employee will not use his personal vehicle to answer any alarm assignment while the employee is on his regularly assigned shift.

ARTICLE 25 EDUCATION

In an attempt to be fair and equitable to the entire unit, the following procedure is

holiday and will not be entitled to cancel that day. Any employee requesting a vacation day or holiday that results in the cancellation of a school or conference must have made such request at least three (3) work shifts prior to the requested vacation day or holiday.

(c) If an employee has a day listed for a school or conference and no other employee requests a vacation day or holiday as per (B) above, then the employee with the scheduled school or conference will not be charged with vacation time. If an employee has scheduled a school or conference and another employee requests a vacation day or holiday as per (B) above, then the employee scheduled with a school or conference may choose to take said day as a vacation day and keep priority of scheduling.

(d) Vacation days will be used by Dec. 31st of the same year. If vacation days are not used by the employee, these vacation days are lost, and the employee will not receive any compensation for the lost days. Employees are able to carry over days due to injury or illness, that cannot be scheduled by years end.

(e) The above criteria do not apply when new employees are required to attend Firefighter Academy or E.M.S. classes. Employees are defined as Deputy Chiefs, Assistant Chiefs, Captains, Lieutenants, Inspectors, and Firefighters.

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

ARTICLE 14 HOLIDAYS

Holidays will pro-rated for new employees beginning with the employees first day of service. Such holidays shall be taken prior to December 31st of that year. Beginning January 1st, following employment, bargaining unit members shall have five (6) holidays per year to be taken at the employees discretion. The use of holiday time may not lower manpower below the minimum shift requirements established by Section 11.8.

ARTICLE 15 SICK LEAVE

Section 15.1 – SICK LEAVE ACCRUAL

Employees hired before 5/1/2026: shall be entitled to twelve (12) work shifts for sick leave per calendar year. The maximum allowable accumulation or work shifts is sixty (60).

Employees hired on or after 5/1/2026: shall receive twelve (12) work shifts upon hiring and after every 3rd year of employment for sick leave. There is no cap on banked time and no documentation needed to use time. Employees that are retiring can receive a buyout of 50% of their unused sick time. This payout will be based on the employee's straight time rate. Trading or gifting of sick time shall be allowed only among employees hired on or after 5/1/2026. Employees hired on or after 5/1/2026 are required to notify the officer in charge that they will be on sick leave by 6:30a.m. the day of their regular scheduled tour of duty.

Sec 15.2 – USE OF SICK LEAVE

(a) Sick leave is to be used in the event of a serious illness or non-work connected

of the employee's personal physician. If the city's physician determines that the employee does not suffer from the reported illness, injury, or disability, then the employee and the city will follow the procedure outlined in subparagraph (g) of this article.

(employees hired on or after 5/1/2026 exempt)

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

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

(e) In the event that the absence for an illness, injury, or disability exceeds two (2) consecutive shift periods, the city has the right to require the employee to submit to a physical examination as outlined in subparagraph (4) of this article to confirm the illness, injury, or disability of the employee. If the city's physician confirms the illness, injury, or disability of the employee, then the employee will remain on sick leave under the direction of the employee's personal physician. If the city's physician determines that the employee does not suffer from the reported illness, injury, or disability, then the employee and the city will follow the procedure outlined in subparagraph (g) of this article. (employees hired on or after 5/1/2026 exempt)

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

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

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

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

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

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

(l) Employees after their sick time bank is full (60) days, 1440 hours, the employee can turn (2 days) 48 hours into compensatory time as long as the employee has not used any of the 12 days he or she receives after bank is full. Said employee can do this yearly. (employees hired on or after 5/1/2026 exempt)

(m) An employee that is retiring, can receive a buyout of 10% of their banked sick time, not to exceed 144 hours of the maximum 60 days (1440 hours). This shall be paid out at employee's straight time rate. (employees hired on or after 5/1/2026 exempt)

(n) Any other provision to the contrary herein, a "Doctor's note" shall be required confirming the firefighter's inability to work on a sick day. This note can only be provided by a Doctor of Medicine, M.D. or staff working under a Doctor of Medicine, M.D. A note from a D.D.S. or D.M.D. is also acceptable in the event of oral surgery and/or emergency root canal therapy. This note will be required after use of four (4) sick days in a calendar year. (employees hired on or after 5/1/2026 exempt)

ARTICLE 16 COMPASSION LEAVE

An employee shall be allowed (6) work shifts off with pay in the event of the death of the employee's spouse or child.

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

An employee shall be allowed one (1) work shift off with pay, per incident, in the event of the hospitalization of the employee's spouse, children (including foster children), or parents for surgery, serious illness, or injury. An employee shall be allowed one (1) work shift off with pay, per incident, for needs directly related to the adoption of a child.

ARTICLE 17 COURT LEAVE

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

ARTICLE 18 MILITARY LEAVE

The city agrees to follow all state and federal law regarding military leave.

ARTICLE 19 JURY DUTY

An employee required to be available for jury selection or service shall receive his regular daily wage for each day which he would have worked but for such jury participation. However, the employer shall be entitled to any compensation he should receive other than his regularly scheduled work from the entity requiring his jury participation for the day that he would have worked.

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

ARTICLE 20 MATERNITY/PATERNITY LEAVE

Employees who give birth, or whose significant other gives birth to the employee's child, shall be given 4 shifts off.

Pregnant employees who have a miscarriage or involuntary termination of pregnancy shall be given 4 shifts off. Pregnant employees who have a termination (or dilation and curettage) of unsuccessful pregnancy due to doctor's orders shall be given 4 shifts off.

Pregnant firefighters may work up to 20 weeks pregnant with approval from their doctor. After 20 weeks, the female firefighter shall be placed on light duty. Use of sick time or FMLA will be required if female firefighter refuses, or medically cannot, work light duty.

ARTICLE 21 JOB RELATED MEDICAL LEAVE OF ABSENCE

Section 21.1 – JOB RELATED MEDICAL LEAVE OF ABSENCE

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

(b) During such leave of absence, the employer will maintain regular payments into medical and pension plans to ensure continued coverage for the employee and dependents.

Seniority, vacation benefits, and pension credits shall be given for the time spent on such leave of absence.

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

Section 21.2 – DISABILITY RETIREMENT

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

Section 21.3 – PUBLIC EMPLOYEE DISABILITY ACT

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

Section 21.4 – VACANCIES PURSUANT TO ARTICLE 21

Any vacancies created upon the retirement of any employee pursuant to this section shall be filled from the promotion or eligibility rosters, as applicable, within thirty (30) days from the employee's removal from the fire department payroll, if there is a promotional or eligibility register posted. If there is not such a register posted, the vacancy shall be filled within thirty (30) days after the posting of such register. The Fire and Police Commission shall commence testing procedures no later than one hundred eighty (180) days prior to the date such list expires in a good faith attempt to ensure that a new list is in effect when the existing list expires.

ARTICLE 22 HEALTH, DENTAL, AND LIFE INSURANCE BENEFITS

Section 22.1 – HEALTH INSURANCE

- a. The employer presently makes available basic hospitalization and dental insurance for the employees.
- b. Effective May 1, 2026, the city will pay ninety percent (90%) of the cost of the employee-only health insurance premium. The employee will pay ten percent (10%) of the applicable employee only premium.

c. If an employee elects a H.S.A. plan, beginning May 1, 2026 the city will contribute 100% of the deductible amount into the employee's health savings account (H.S.A.), not to exceed \$3000.00 per fiscal year.

d. Any additional payment for employee coverage, the family plan, or beyond the basic plan for the individual employee shall be deducted from the employee's pay.

Section 22.2 – CHANGES IN INSURANCE

The employer shall retain the right to make changes in benefits, carriers and/or policies provided benefits remain substantially the same. Should the employer find it necessary, due to financial reason, to make adjustment in benefit coverages or to change insurance carriers, during the term of this agreement, the employer shall give sixty (60) days prior written notice to the union before any such adjustments are implemented. Representatives of the union and employer shall then meet as soon as practical to negotiate the proposed changes. If an understanding is not reached with respect to the proposed changes within thirty (30) days of the initial meeting between the parties, the matter shall be submitted to arbitration pursuant to Section 6.4(c) of this agreement. The time limitations incorporated in article 6 may be waived or extended by mutual agreement of the parties in this agreement.

Section 22.3 – ME TOO CLAUSE

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

Section 22.4 – HEALTH INSURANCE COMMITTEE

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

Section 22.5 – RETIREE INSURANCE

For the term of this contract, the city shall make payments of fifty percent (50%) of the Employee-only portion of health insurance for newly retired union members if said member is fifty (50) years of age and has twenty (20) years' service with the department prior to retirement. Any member who had twenty (20) years of service but has not attained the age of fifty (50) upon retirement shall pay the health insurance premium until said member attains the age of fifty (50). Once said member has remained on the plan until the age of fifty (50) and has had twenty (20) years with the Department, then the city shall pay fifty percent (50%) of the cost of health

implemented:

Section 25.1 – SUBMISSION OF REQUEST

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

Section 25.2 – APPROVAL OF REQUEST

The chief will approve such requests based upon the following criteria:

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

Section 25.3 – DISTRIBUTION OF OPPORTUNITIES

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

Section 25.4 - PAYMENT FOR TRAINING

If the chief authorizes, after the procedures above have been followed, employees shall be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain, or upgrade the individuals' certifications, skills, and professional ability. The employer shall pay any costs incurred for books, fees, tuition, and lodging while the employee is attending fire department related schools. If the employee is required to use a personal vehicle, he shall be compensated at the I.R.S. rate then in effect.

Section 25.5 – COLLEGE COURSE REIMBURSEMENT

The employer will assist the employee desiring a fire suppression degree in the following manner:

- (a) Employee must obtain approval of the chief.
- (b) Employee must attend an accredited college which provides a degree upon graduation in pursuit of an Associate's or Bachelor's Degree in a Fire Science or Public Administration area of concentration.
- (c) Reimbursement will be for tuition and books.
- (d) Employee is to present grades and receipts upon completion of each course.
- (e) Basis of reimbursement will be:

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

In courses where grading is based on pass/fail, reimbursement shall only be 50% for a passing grade. The employer will allocate two thousand dollars (\$2,000.00) per year, in total, for the department for this purpose.

ARTICLE 26 PERSONAL PROPERTY ALLOWANCE

Any civilian clothing, prescription glasses, contacts, or other personal items damaged, lost, or stolen while on fire department business shall be replaced by the employer on the following basis: any civilian clothing, prescription glasses, contacts, or other personal items damaged, lost, or stolen while on fire department business shall be replaced by the employer on the following basis:

- (a) Prescription glasses, contacts, and wedding rings and cellphones--100% of cost not to exceed five hundred (\$500.00) dollars. Cell phones will only be covered if damaged during operations (enroute to scenes, on scenes, investigations, etc.).
- (b) Personal items shall be replaced by the employer on the following basis:
 - (i) Up to one year old--100% of cost not to exceed five hundred dollars (\$500.00) per item.
 - (ii) One year to five years old--60% of cost not to exceed three hundred dollars (\$300.00) per item.
 - (iii) Over five years old--30% of cost not to exceed one hundred fifty dollars (\$150.00) per item.

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

ARTICLE 27 NO STRIKE

Section 27.1 - NO STRIKE COMMITMENT

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

Section 27.2 - RESUMPTION OF OPERATIONS

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

Section 27.3 - UNION LIABILITY

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

Section 27.4 - DISCIPLINE OF STRIKERS

Any employee who violates the provisions of Section 27.1 of this article shall be subject to immediate discharge. Any action taken by the employer against any employee who participates in action prohibited by Section 27.1 above shall not be considered as a violation of this agreement and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an employee has, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 27.5 - LOCK OUT

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

ARTICLE 28 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this agreement, the employer reserves and retains all of the rights, functions, and prerogatives of management, which the employer had prior to entering into this agreement. It is distinctly understood and agreed that this agreement does not affect and shall not be deemed or construed to impair or limit in any way the employer's right in its sole discretion and judgment to determine matters of inherent managerial policy, the functions of the employer, its mission including nature, extent and standard of service offered to the public, its overall and department budget, the organizational structure and selection of new employees in accordance with state statute, examination techniques in accordance with the Fire Department Promotion Act, 50 ILCS 742, and to direct or reassign the working force or any individual therein, to plan, direct, control and determine the budget, operations and service to be conducted in or at the city or by the employees of the employer; to meet and confer with employees directly, either individually or collectively so long as it is in compliance with state law; to schedule, assign, and transfer employees; to hire, promote; to lay off employees due to lack of work, shortage of budgeted funds, or other legitimate reason; to determine the number and types of employees in compliance with The Firefighter Substitute Bill, 70 ILCS 705/16,06; rank structure and numbers of employees and type of employees in each rank; manning requirements per shift, station, and apparatus; in accordance with Article 11 to discharge employees with Just cause in compliance with the Fireman's Disciplinary Act, 50 ILCS 745 and this agreement; to make and enforce rules and regulations; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to transfer and reassign employees; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; or make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine equipment to be used and uniforms to be worn; to determine work hours, shifts and shift hours; to establish work, productivity training and fitness standards from time to time; to maintain and improve efficiency of governmental operations; to determine the methods, means and personnel by which city operations are to be conducted or provided for; to change, relocate, modify or eliminate existing methods, equipment, uniforms or facilities; to do all things expressly granted and reserved to the city under Illinois statutes to take any and all actions as may be necessary to carry out the mission of the City of Lincoln.

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

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

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

ARTICLE 29 PRODUCTIVITY

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

ARTICLE 30 CONTRACTING OUT

Section 30.1 – NO CONTRACTING OUT

- (a) In the normal course of operations, the Employer shall not contract out work performed by qualified Lincoln City Firemen if there are qualified Employees at work or on layoff who can perform the work in question.
- (b) Qualified personnel shall consist of persons who hold certificates of appointment to the Fire Department from a valid register of eligibles established by the City of Lincoln Fire and Police Commission. Effective June 1, 2008, and thereafter, in accordance with 65 ILCS 5/10-2.1-4, the Employer shall not assign part time or paid on call fire fighters employed by the City to perform services or duties currently performed by qualified Employees of the City.
- (c) The foregoing does not preclude the Employer from exploring the possibility of implementing one form or another of Fire Department "privatization." However, in the event that the Employer's explorations reach a point of serious consideration, prior to reaching any final decision or executing any agreement with any private contractor or public entity, the City shall give notice to Local 3092 and its members of any such proposed plan under serious consideration and upon request, negotiate in good faith concerning the proposed plan, any alternative offered by the Union, and the effects upon the members of Local 3092 of any proposed plan. If an impasse is reached in such negotiations, either party shall have the right to institute interest arbitration to resolve the impasse. Such arbitration shall be conducted in accordance with the procedures of Section 14 of IPLRA, except that the neutral arbitrator shall be selected from a panel limited to members of the National Academy of Arbitrators.

Section 30.2 - CALL OUT FOR AUTOMATIC AID OR MUTUAL AID

All off-duty firefighters shall be called/paged when automatic aid or mutual responses are activated automatically for other departments for the following type of incidents: Structure fires, smoke or odors of smoke in occupied structures, and motor vehicle accidents with injuries and

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

Section 32.2 – DEFINITIONS

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

Opium, Morphine, Codeine, Heroin, Meperidine

Methaqualone, Tranquilizers, Cocaine, Amphetamines, Phenmetrazine

Psilocybin-Psilocyn, MDA, PCP, Chloral Hydrate, Methylphenidate

LSD, Barbiturates, Mescaline, Glutethimide, Steroids

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

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

Section 32.3 – PROHIBITIONS

Firefighters shall be prohibited from:

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

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

(c) Being under the influence of alcohol/cannabis during the course of the work day.

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

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

Section 32.4 – ADMINISTRATION OF TESTS

(a) Informing employees regarding drug testing:

entrapment. Off-duty firefighters will also be called for incidents in which manpower in addition to the capacity of the LFD on-duty shift is needed.

The parties agree that off-duty personnel need not be called out for automatic alarms from commercial structures and vehicle fires unless the LFD officer in charge is on the scene and determines that significant conditions, such as those described above that activate an automatic aid response, exist. Provided that, in no event, once LFD personnel have arrived on the scene shall automatic or mutual aid personnel displace LFD personnel from performing work at the scene (e.g. checking breaker and alarm panels, air handler and/or clearing the premises for smoke or hazards). Conversely, the LFD officer in charge may terminate the call-back if, after arriving at the scene or before, he determines that conditions do not warrant the additional personnel. For other calls that occur in the normal course of operations within the city limits of Lincoln, the appropriate apparatus shall respond and off-duty LFD employees need not be called unless conditions at the scene are determined by the LFD officer in charge to warrant such action. When the on-duty crew will be engaged at the scene for a time in excess of sixty (60) minutes, the LFD officer in charge should request off-duty LFD employees to ensure that the station is staffed to provide adequate coverage for the city only to the extent of manpower necessary to staff the station.

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

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

ARTICLE 31 EMPLOYEE PERFORMANCE EVALUATION

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

Development of a performance evaluation system will be the responsibility of the Fire Chief with input from Deputy Chief and Assistant Chiefs. The city council will be responsible for reviewing and approving a performance evaluation system. Any performance evaluation form will involve factors based on qualifications which will include, but not be limited to, job understanding, job performance, job productivity, dependability, and cooperation.

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

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

ARTICLE 32 DRUG AND ALCOHOL TESTING

Section 32.1 – GENERAL POLICY REGARDING DRUGS, ALCOHOL, AND CANNABIS

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

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

(b) Pre-employment screening:

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

(c) When a test may be conducted:

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

As part of any annual exam taken by any firefighters for respirator certification, the chief may order that each exam shall include a drug and alcohol/cannabis test.

(d) Reasonable suspicion standard:

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

- (i) Observable phenomena, such direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol/cannabis or controlled substance;
- (ii) Information provided by an identifiable, reliable, and credible source(s) or which is independently corroborated.

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

- (a) When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty.
- (b) When an employee is involved in an on-the-job injury that requires medical treatment and, appears to be in the discretion of the chief or the injured employee's immediate supervisor, to be such an injury that has the potential to be a workers compensation claim.
- (c) When an employee is involved in an accident resulting in personal injury to the employee or to other persons that require medical treatment or where property damage exceeds \$1,000.00, including, but not limited to, motor vehicle accidents.
- (d) When an employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol/cannabis abuse.

(e) Order to submit to testing:

At the time an employee is ordered to submit to testing, the city shall provide the employee with the

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

(f) Conduct of tests:

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

- (i) Use Abraham Lincoln Memorial Hospital as the appropriate location for drawing blood or collecting urine specimens and shall further use only a clinical laboratory for analysis that is mutually agreed by the union and the employer, and is licensed according to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA). The parties agree that such laboratory shall be designated no later than thirty (30) days after the execution of this agreement.
- (ii) Ensure that the laboratory or facility selected conforms to all SAMHSA standards.
- (iii) Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the union upon request. All urine testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled, and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee. All blood sample testing shall be performed with the SAMHSA standards.
- (iv) Collect a sufficient sample of the same bodily fluid or material from a fire fighter to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- (v) Collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample, and its freedom from adulteration. employee shall not be witnessed by anyone while submitting a sample. Steps may be taken to secure the integrity of the sample by the employer that respects individual employee's rights to privacy and specifically may require the employee to be observed during the submission of the sample when there is a reasonable suspicion that the employee has attempted to compromise the accuracy of the testing procedure.
- (vi) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (vii) Provide the employee tested with an opportunity to have the additional sample

tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense.

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

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

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

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

(xii) Alcohol testing. Testing for alcohol may be made by blood or breath sample at the employee's option. Any testing for alcohol based on a breath sample shall be made using an instrument approved by the State of Illinois Department of Public Health, Division of Alcohol and Substance Testing. Testing on such instrument shall take place at the Lincoln Police Department under the same evidentiary standards used by the police department for the investigation of DUI violations. A blood alcohol test shall be conducted in accordance with applicable provisions of this section. If an employee tests positive as a result of the breath analysis test at the city police station, the employee shall be entitled to request at his or her option a blood alcohol test to be conducted as soon as possible at the nearest available facility. In such event, the breathalyzer test result shall be considered the screening test, and the blood alcohol test shall be the confirming test. If the confirming blood alcohol test is negative, then the breathalyzer test results shall not be used in any manner or form adverse to the employee's interests. Except as otherwise provided in the preceding paragraph, breath screen test results indicating the presence of alcohol in an amount equal to or greater than 0.00 grams per 210 liters of breath will be considered positive. A blood test indicating an alcohol concentration of 0.40 percent or more based upon grams of alcohol per 100 millimeters of blood shall be considered positive.

(xii) Cannabis testing. An employee is considered impaired by cannabis if their THC concentration is 5 nanograms or more per milliliter of whole blood or 10 nanograms or more per milliliter of another bodily substance, such as saliva or urine.

Section 32.5 – DRUG TESTING STANDARDS

(a) Screening test standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the four (4) drugs or classes of drugs:

Initial Test Level

Cocaine metabolites (benzoylecgonine) 300ng/ml, opiate metabolites (Morphine 300ng/ml) (codeine 300 ng/ml), phencyclidine 36ng/ml, amphetamines 1000 ng/ml

(b) Confirmatory test standards

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

Confirmatory Test Level

Cocaine metabolites (benzoylecgonine) 150ng/ml, opiate metabolites (morphine 300ng/ml) (codeine 300 ng/ml), phencyclidine 25ng/ml, amphetamines 1000 ng/ml, methamphetamine 1000 ng/ml.

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

Section 32.6 – USE OF ALCOHOL/CANNABIS OR LEGAL DRUGS PRIOR TO EMERGENCY RECALL

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

- (a) The recalled employee shall advise the officer in charge of the station to drugs during the day of the emergency recall and the extent of his consumption of alcohol/cannabis or drugs.
- (b) The officer in charge shall assess the employee's condition and fitness for duty and either assign him/her to duty or, if the employee is determined to be unfit for duty, will not allow him/her to sign in for duty. Such decision shall be documented in writing and an employee
- (c) who has complied with paragraph (a) of this section shall not be subject to adverse action unless it is determined that the employee misrepresented the extent of his consumption of alcohol/cannabis or drugs.
- (d) An employee is considered impaired by cannabis if their THC concentration is 5 nanograms or more per milliliter of whole blood or 10 nanograms or more per milliliter of another bodily substance, such as saliva or urine.
- (e) An employee is considered impaired by alcohol if their blood test indicates an alcohol concentration of 0.40 percent or more based upon grams of alcohol per 100 millimeters.

Section 32.7 – RIGHT TO CONTEST

The union and/or the employee, with or without the union, shall have the right to file a grievance concerning any testing or results permitted by this agreement.

has an adverse side effect which interferes with the employee's ability to perform his normal duties may be temporarily re-assigned with full pay to other more suitable duties.

Section 32.10 – CONFIDENTIALITY OF TEST RESULTS

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

Section 32.11 – INSURANCE COVERAGE

The employer shall provide health insurance which covers the cost of the EAP program and/or subsequent treatment. The insurance should provide for both out-patient and in-patient treatment depending on the appropriate course in each Employee's case. The inpatient treatment covered shall be of at least thirty (30) days' duration.

Section 32.12 – DUTY ASSIGNMENT

If the nature of the EAP or treatment program (e.g. outpatient treatment) allows the employee to continue to work during the treatment, the employer shall maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use his accumulated sickness or disability benefits during the period of his treatment leave. Nothing in this section shall prevent an employee from seeking treatment or taking a treatment leave more than one (1) time in a year.

Section 32.13 – INDEMNIFICATION

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

ARTICLE 33 EXTREME WEATHER

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

AGREEMENT

This AGREEMENT made and entered into this 1st day of May 2026, by and between Logan County, a body corporate and politic, existing by and under the laws of the State of Illinois,

(hereinafter referred to as the "County"), and City of LINCOLN, a municipal corporation, existing by and under the laws of the State of Illinois, (hereinafter referred to as the "City"),

WITNESSETH:

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

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

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

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

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

1. TERM: This agreement shall commence on May 1, 2026, with an initial one-year term that will be month-to-month. Once that one-year period is satisfied, the agreement would then convert to a full 12-month contract with a lump-sum payment from the City of Lincoln unless otherwise terminated by either party. This agreement will automatically renew every month thereafter unless otherwise terminated by either party.

2. COMPENSATION TO LOGAN COUNTY: The City agrees to pay the County for the services hereinafter set forth, the sum of \$4,167 for a 1-month period from May 1st, 2026, through April 30th, 2027, renewable each month. Payment shall commence on or before the 15th day of each month after the effective date of this Agreement. Each year after, the compensation amount for this agreement will rise with the CPI (Consumer Price Index). All payments shall be made to the Logan County Treasurer, P.O. Box 400, Lincoln, Illinois, 62656 and be deposited to the County's Animal Control Fund.

3. SERVICES TO BE PROVIDED BY COUNTY

a) Animal Shelter and Pound: Logan County will furnish, operate and maintain an animal shelter and pound for lost, strayed, abandoned, captured, surrendered or homeless dogs and cats in Logan County. The shelter shall be operated and maintained according to the regulations of the Illinois Department of Agriculture. Logan County will provide humane treatment for all animals in its care and custody, provided that Logan County under the direction of the Administrator of the Animal Control Ordinance (hereinafter referred to as Administrator), shall humanely dispose of

Section 32.8 - VOLUNTARY REQUEST FOR ASSISTANCE

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

Section 32.9 – DISCIPLINE

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

(a) First positive

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

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

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

(b) Second positive

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

The foregoing shall not be construed as an obligation on the part of the employer to retain an employee on active status through the period of rehabilitation if it is appropriately determined (i.e. determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employees current use of alcohol/cannabis or drugs prevents such individual from performing his duties or whose continuance in active status would constitute a direct threat to the property and safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

Employees who are taking prescribed or over-the-counter medication that

welfare of the employee involved.

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

ARTICLE 34 GENERAL PROVISIONS

Section 34.1 - RESIDENCY REQUIREMENTS

All employees must reside within Logan County, Illinois.

Section 34.2 - BULLETIN BOARD SPACE

The employer shall provide ample space on bulletin boards for the use of the union in the firehouse at convenient locations accessible to employees.

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

Section 34.3 – GENDER

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

Section 34.4 -DISCRIMINATION/UNION ACTIVITY

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

Section 34.5 - SANITATION, MAINTENANCE, AND UPKEEP

- (a) The employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of the fire house as funds are available. The employer further agrees to supply the items necessary to maintain sanitary conditions of all quarters within the firehouse.
- (b) The union agrees that any supplies and materials used by the union for union business are to be purchased by the union.
- (c) Any remodeling, reconstruction, or renovation shall be done by a certified contractor.

Section 34.6 - CHAIN OF COMMAND

In an attempt to clarify this matter, the following chain of command is instituted. There will be one (1) chain of command. The chain of command is to be adhered to by all members of the department in directing the work forces and controlling the operations of the department, except in cases of existing emergencies where the safety of the firefighter, the public, and/or its property is in danger and it is not possible to follow the "chain". In this latter event, the "chain" need not be followed when exchanging or requesting routine information. If an individual in the "chain" is unavailable or cannot be located after a reasonably diligent effort has been made,

that step in the "chain" may be skipped.

- (a) "EMERGENCY" or "INCIDENT" chain of command: Fire Chief, Deputy Fire Chief, Assistant Fire Chief, Captain, Lieutenant, Firefighter

Section 34.7 - INITIATING DOCUMENTS

Initiating documents will be as follows:

- (a) General Order - A permanent order issued by the Fire Chief.
- (b) Special Order - A semi-permanent order issued by the Fire Chief, or his designee in the chief's absence.
- (c) Memo - Informational in nature, dated and numbered. Orders have been and may be issued, revised, or rescinded.

Section 34.8 - LIGHT DUTY

An employee with a non-work-related illness or injury on paid or unpaid medical leave of absence (including sick leave) may request light duty but assignment to light duty shall be assigned based upon criteria established at the sole discretion of the Fire Chief. Such criteria shall be established as a standard operating procedure and the chief shall thereafter apply the criteria uniformly to employees with similar limitations under similar circumstances. The city may also require an employee who is on a paid or unpaid medical leave of absence (including sick leave), or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified and released to perform. For any light duty, a city-approved physician(s) board certified in the condition at issue must have determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within ninety (90) calendar days. The duties to be performed as part of the light duty assignment shall be determined by the Fire Chief or his designee but will generally consist of public education, training, pre-plans, inspections, and other fire-department related duties. It is agreed that a light duty assignment will generally be confined to the fire department. Provided, however, an employee assigned to light duty will receive his regular rate of pay for all hours worked and all benefits under this agreement which may be prorated when light duty is scheduled on a less than full-time basis. The city may assign the employee to (1) a 40-hour work week (M-F unless mutually agreed otherwise); or (2) his regular duty shift. If the employee is assigned to a 40-hour shift, and it is for a non-work-related illness or injury, he may decline such assignment and utilize accrued unused sick leave to cover the absence. Generally, a light duty assignment under this section shall not exceed ninety (90) days. The city reserves the right to extend or terminate any light duty assignment at an earlier time if the city's physician(s) determines that an employee is capable of returning to his normal job duties. Extensions are intended to be the exception and shall only be granted at the sole discretion of the Fire Chief.

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

Nothing herein shall be construed to require the city to create or maintain a light duty

assignment for an employee. Employees will only be assigned light duty assignments when the city determines that the need exists and only as long as such need exists. Nothing In this section shall affect the statutory rights of the parties under the fire pension code in dealing with an employee on a disability pension.

ARTICLE 35 MEDICAL PERSONNEL AT FIRE SCENE

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

ARTICLE 36 INOCULATION

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

ARTICLE 37 SAVINGS CLAUSE

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

ARTICLE 38 APPENDICES AND AMENDMENTS

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

ARTICLE 39 Duration of Agreement

This labor agreement shall be effective to the first day of May 2026. It shall remain in full force and effect until the last day of April 2030.

Either party may, not less than (60) days not than one hundred twenty (120) days prior to the termination date hereof, give notice in writing to the other party to terminate or negotiate revisions to this agreement. If notice is not given in accordance with the foregoing, this agreement shall be self-renewing for a one-year period.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2026.

President, Local 3092

Mayor, City of Lincoln

Vice President, Local 3092

Attorney, City of Lincoln

Secretary, Local 3092

Alderman, City of Lincoln

MEMORANDUM

TO: Mayor Tracy Welch and Members of the City Council

FROM: Wes Woodhall, Building and Safety Official

DATE: April 14th, 2026

RE: City of Lincoln updated Building Code Adoption

Background: For the better part of the last year the Building and Safety Department has conducted an extensive process of reviewing and amending applicable building codes. After the internal review and public comment review process these codes are to the point of being adopted, as amended, by the City of Lincoln. Due to the robust nature of the entire collection, links to all referenced materials can be found on the City of Lincoln website.

Analysis/Discussion: These codes govern building safety and construction and will include the 2024 family of the International Code Council building codes. 2023 National Electric Code, 2014 Illinois Plumbing Code and the 2018 Illinois Accessibility Code.

By adopting these codes by reference, as well as locally applicable amendments, the City of Lincoln will become more up to date with current standards, rules and regulations for the design, construction, alteration, repair, use and maintenance of all aspects of construction within the city. The construction industry by nature is ever evolving with new means and methods, materials and technologies and constant adaptation is necessary.

If adopted, additional public notice will go out and beginning on May 1st, all permits moving forward will be reviewed for compliance with the newly adopted codes and amendments.

COW Recommendation: Place on Committee of the Whole agenda for discussion.

Fiscal Impact: none

Council Recommendation: Approve adoption of updated building codes.

such animals as provided by statute, regulation or ordinance. Logan County shall keep accurate records of all animals taken into its custody and impounded and shall record the final disposition made of an impounded animal.

b) Administration of Shelter: Logan County will maintain reasonable office hours at the shelter for the convenience of the public and for the purpose of transacting business in connection with its duties under the Agreement, such as for the reception of captured or surrendered animals and for transacting business relating to the redemption of adoption of impounded animals.

c) Employment of Personnel: Logan County shall employ individuals to carry out its duties under this Agreement. Logan County shall thoroughly familiarize such personnel with all applicable statutes, rules, regulations and ordinances pertaining to animal control within Logan County.

d) Enforcement of Animal Control Laws: Logan County shall certify to the Administrator one or more of its employees as being trained and competent to assume the duties of the Animal Control Warden. The Administrator shall appoint such employees as Animal Control Wardens to enforce all applicable statutes, regulations, City and County ordinances relating to animal control and to capture and impound dogs found running-at-large within the City. Animal Control agrees to respond to dogs running-at-large, bite cases, abandonment (whether voluntary or involuntary), and injured dogs or cats 24 hours a day and 7 days a week. Animal Control will maintain reasonable hours for reclaims, adoptions and other non-emergency needs. The Animal Control Wardens shall be employees of, and be compensated by, Logan County.

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

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

g) Reporting: Logan County agrees to provide a quarterly report to the City of Lincoln, containing statistics related to the number of calls for service, any failure to respond to a request for service in the City, and number of animals registered in the City.

4. INSURANCE: The County of Logan, at its own cost and expense, shall carry insurance for the benefit of and to protect itself against all claims, demands, causes of action or judgments and from

all expenses that may be incurred in investigating or resisting the same stemming from the performance of its duties described above. The City shall be responsible for obtaining and paying for any insurance it may feel is appropriate.

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

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

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

City of Lincoln, Illinois

By: _____

Mayor

Date:

County of Logan, Illinois

By: _____ 

Chairman, Logan County Board

Date: 4-3-2026

ATTEST: _____ (SEAL)

City Clerk

ATTEST:  _____ (SEAL)

Logan County Clerk

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

Named for and Christened by Abraham Lincoln, 1853—Incorporated February 16, 1865
COMMITTEE OF THE WHOLE MEETS SECOND AND FOURTH TUESDAY NIGHTS EACH MONTH
CITY COUNCIL MEETS FIRST AND THIRD MONDAY NIGHTS EACH MONTH

To: Mayor Tracy Welch, City Clerk Peggy S. Bateman,
Ald. Stan Anderson, Ald. Kevin Bateman,
Ald. Tim Becke, Ald. Dennis Clemons,
Ald. Sam Downs, Ald. Robin McClallen,
Ald. Rhonda O'Donoghue, Ald. Steve Parrott,
Admin. Assistant Ashley Metelko.

From: City Treasurer Charles N. Conzo *cd*

Re: Community Pavilion

Date: April 8, 2026

As you know, the City Council has recently approved the purchase and construction of a Community Pavilion on the former grounds of the the Abraham Lincoln Memorial Hospital. Please refer to the memorandum from Mayor Welch of November 5, 2025 which includes further details regarding this project, including the total cost.

The cost, according to the bid approved by the City Council will be approximately \$369,800.00 of which \$10,630.91 has been paid. This bid also provides for as much as 4.5% above the contract amount for change orders, if needed. Also, the City remains in possession of ARPA Funds designated for this project in the amount of \$137,379.47. This balance will likely increase to approximately \$137,582.00 due to interest on this account which will accrue before the funds are needed.

As a result, I have requested loan proposals from three (3) local banks for loans in the amount of \$241,000.00. These requests also included amortization tables for three-year and four-year loans. The lowest proposals received by the City were from United Community Bank. These proposals are as follows:

Three-year loan: 4.91% interest; Annual payment=\$86,453.40;
Four-year loan: 4.91% interest; Annual payment=\$66,390.06.

It is my recommendation that the City Council, if it intends to proceed with this project at this time, approve the proposal for a four-year loan from United Community Bank. I am recommending the four-year loan due to the fact that this will enable the City to have more funds available for other capital projects and for paying other, much larger debts during this period.

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN MCCLALLEN

SECOND WARD
TIM BECKE
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
DENNIS CLEMONS

FOURTH WARD
RHONDA O'DONOGHUE
STAN ANDERSON

TRACY WELCH
MAYOR

PEGGY S. BATEMAN
CITY CLERK

CHARLES N. CONZO
CITY TREASURER

JOHN A. HOBLIT
CITY ATTORNEY



CITY OF LINCOLN, ILLINOIS

700 Broadway St., P.O. Box 509, Lincoln, IL 62656

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COMMITTEE OF THE WHOLE MEETS SECOND AND FOURTH TUESDAY NIGHTS EACH MONTH
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To: Mayor Tracy Welch, City Clerk Peggy S. Bateman,
Ald. Stan Anderson, Ald. Kevin Bateman,
Ald. Tim Becke, Ald. Dennis Clemons,
Ald. Sam Downs, Ald. Robin McClallen,
Ald. Rhonda O'Donoghue, Ald. Steve Parrott.

From: City Treasurer Charles N. Conzo *cd. Conzo*.

Re: Allocation of Video Gaming Tax Proceeds

Date: April 9, 2026

The General Fund in the proposed Budget Resolution for F.Y. 2026-2027 will have a surplus of approximately \$68,187.00. This surplus assumes the inclusion of the proceeds which the City receives for the Video Gaming Tax. Without these proceeds, the proposed Budget would have a deficit of approximately \$197,813.00.

Effective May 1, 2022, the City Council approved a change in the allocation of Video Gaming Tax receipts. Previously the entire amount was receipted into the General Fund. The Council, at that time, approved a Resolution which allocated one-half of these proceeds to the General Fund and one-half of the proceeds to the Capital Projects Fund. In the interest of having a balanced budget for our General Fund, I am, therefore, recommending that we return to receipting one-hundred-per-cent. (100%) of the Video Gaming Tax receipts into the General Fund in the next fiscal year. This should not cause any problems for the Capital Projects Fund projects for the year ahead because: 1.) the current fund balance is adequate; 2.) Non-Home Rule Sales Tax proceeds should add over \$1,000,000.00 to the Capital Projects Fund in the year ahead; and 3.) most importantly, the proposed Budget Resolution provides for a transfer of as much as \$325,000.00, if needed. It should also be noted that the Budget Resolution for the current fiscal year and previous fiscal years has included this provision. Last year, it was not necessary to use this transfer.

Returning Video Gaming Tax receipts to the General Fund in their entirety would require a Resolution from the City Council since the current allocation was enacted by means of a Resolution (Resolution No. 2022-449).

CITY COUNCIL

FIRST WARD
STEVE PARROTT
ROBIN MCCLALLEN

SECOND WARD
TIM BECKE
SAM DOWNS

THIRD WARD
KEVIN BATEMAN
DENNIS CLEMONS

FOURTH WARD
RHONDA O'DONOGHUE
STAN ANDERSON

2026-- _____

RESOLUTION ADOPTING WORKING BUDGET

CITY OF LINCOLN

F.Y. 2026-2027 BUDGET

WHEREAS, the City Council has directed the City Treasurer and Finance Committee to prepare a Working Budget; and,

WHEREAS, the Treasurer, City Council and the Staff thereof worked diligently in the preparation of the Working Budget for the Fiscal Year beginning May 1, 2026 and ending April 30, 2027; and

WHEREAS, the City Council desires to limit the spending of the City according to those items as set forth in the Working Budget, unless approved by the council; and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Working Budget, as proposed by the City Treasurer and Corporate Authorities on April 9th, 2026, in the amount of \$30,814,059.00 as attached and incorporated therein, is hereby adopted as a spending limit for the items contained therein and before expenditures shall be made in excess of those or for items not contained therein, it shall be necessary to apply to the City Council for amendment of the Working Budget. This Resolution shall be in effect the 1st day of May, 2026.

Approved this _____ day of April, 2026

DRAFT

Mayor, City of Lincoln
Logan County, Illinois

ATTESTED and filed in my office this _____ day of April, 2026.

City Clerk

Budget - F.F. 2026-2027

Revenues, Expenditures and Transfers

<u>Account Number</u>	<u>Description</u>	<u>F.F. 2024-2025</u> <u>Budget</u>	<u>F.F. 2025-2026</u> <u>Budget</u>	<u>F.F. 2026-2027</u> <u>Budget</u>
<u>02-</u>	<u>General Fund</u>			
	<u>Revenues</u>			
<u>02-</u>	Various	\$ 9,563,697.00	\$ 10,137,671.00	\$ 10,625,215.00
<u>02-</u>	<u>General Fund</u>			
<u>Account Number</u>	<u>Description</u>	<u>F.F. 2024-2025</u> <u>Budget</u>	<u>F.F. 2025-2026</u> <u>Budget</u>	<u>F.F. 2026-2027</u> <u>Budget</u>
02-0000	Gen. Fund/ Consolidated Sub-Funds			
02-0000-6342	Animal Control Contract	\$ 48,000.00	\$ 48,000.00	\$ 50,004.00
02-0000-8324	Audit Fee	\$ 36,200.00	\$ 36,200.00	\$ 36,200.00
02-0000-4098	Municipal Retirement Contrib.	\$ 40,000.00	\$ 50,200.00	\$ 61,953.00
02-0000-4096	Social Security Contribution	\$ 158,000.00	\$ 159,000.00	\$ 173,425.00
02-0000-5208	Repairs/Maint Sirens	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
		\$ -	\$ -	\$ -
02-0000	Gen. Fund Consolidated Sub-Funds	\$ 288,200.00	\$ 299,400.00	\$ 327,582.00
02-0009	Transfers			
02-0009-9910	Transfer To TIF Fund (as needed)	\$ 40,000.00	\$ 45,000.00	\$ -
02-0009-9969	Transfer To Police Pension	\$ 185,000.00	\$ 185,000.00	\$ 185,000.00
02-0009-9970	Transfer To Fire Pension	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00
02-0009-9972	Transfer to Cap. Projects (as needed)	\$ 325,000.00	\$ 325,000.00	\$ 325,000.00
02-0009-9963	Transfer to Equip. Rental/Fire Truck Loan	\$ 177,750.00	\$ 88,875.00	\$ -
02-0009-9966	Transfer to Equip. Rental/Equip. Loan	\$ 122,605.00	\$ 127,333.00	\$ 100,000.00
02-0009-	Transfer to Equip. Rental			\$ 100,000.00
	Transfers Out	\$ 1,045,355.00	\$ 936,208.00	\$ 905,000.00
02-0009-9967	Transfer from Sewer O. & M.	\$ 1,000,000.00	\$ 403,746.00	\$ 403,746.00
02-0009-9915	Transfer from ARPA Fund	\$ 150,000.00	\$ -	\$ -
	Transfers In	\$ 1,150,000.00	\$ 403,746.00	\$ 403,746.00

<u>Account Number</u>	<u>Description</u>	<u>F.Y. 2024-2025</u>	<u>F.Y. 2025-2026</u>	<u>F.Y. 2026-2027</u>
02-0018	Liability Insurance			
02-0018-8385	Vehicle Liability Insurance	\$ 75,011.00	\$ 75,100.00	\$ 83,479.00
02-0018-8387	Liability Insurance	\$ 189,371.00	\$ 191,200.00	\$ 208,020.00
02-0018-8388	Workmens Compensation	\$ 486,406.00	\$ 615,155.00	\$ 654,100.00
02-0018-8389	Insurance-Property	\$ 61,050.00	\$ 69,510.00	\$ 72,858.00
02-0018-8390	Compensable Claims	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
02-0018	Liability Insurance	\$ 836,838.00	\$ 975,965.00	\$ 1,043,457.00
02-0204	City Clerk			
02-0204-4010	Salaries-Elected Officials	\$ 54,575.00	\$ 63,729.00	\$ 65,707.00
02-0204-4012	Salaries-Appointed	\$ 24,037.00	\$ 25,216.00	\$ 26,400.00
02-0204-4013	Salaries-Hourly	\$ -	\$ -	\$ -
02-0204-4016	Salaries-Part-time	\$ -	\$ -	\$ -
02-0204-4017	Salaries-Clerical	\$ 14,584.00	\$ 15,300.00	\$ 16,018.00
02-0204-5102	Supplies-Office	\$ 1,900.00	\$ 1,200.00	\$ 1,600.00
02-0204-5112	Equipment/Computers	\$ 500.00	\$ 1,041.00	\$ 500.00
02-0204-5202	Repairs/Maint- Equipment	\$ 1,000.00	\$ 500.00	\$ 500.00
02-0204-5220	Miscellaneous	\$ 200.00	\$ 200.00	\$ 200.00
02-0204-6435	Contractual Services	\$ 1,800.00	\$ 1,660.00	\$ 1,760.00
02-0204-8342	Legal Fees	\$ -	\$ -	\$ -
02-0204-8345	Vital Records	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
02-0204-8362	Printing/Publishing	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00
02-0204-8402	Dues/Publications	\$ 200.00	\$ 200.00	\$ 200.00
02-0204-8420	Travel & Training	\$ 200.00	\$ 200.00	\$ 200.00
02-0204-8474	Telephone	\$ 1,100.00	\$ 900.00	\$ 900.00
02-0204	City Clerk	\$ 115,096.00	\$ 124,646.00	\$ 128,485.00
02-0206	City Treasurer			
02-0206-4010	Salaries-Elected Officials	\$ 5,002.00	\$ 10,002.00	\$ 10,002.00
02-0206-5102	Supplies-Office	\$ 300.00	\$ 1,100.00	\$ 900.00
02-0206-8362	Printing/Publishing	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
02-0206-8402	Dues/Publications	\$ 100.00	\$ 100.00	\$ 100.00
02-0206-8420	Travel & Training	\$ 150.00	\$ 150.00	\$ 100.00
02-0206-8474	Telephone	\$ 400.00	\$ 400.00	\$ 400.00
02-0206	City Treasurer	\$ 8,951.00	\$ 15,252.00	\$ 15,002.00

<u>Account Number</u>	<u>Description</u>	<u>F.Y. 2024-2025</u>	<u>F.Y. 2025-2026</u>	<u>F.Y. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
02-0214	City Administrator			
02-0214-4012	Salaries -Appointed	\$ -	\$ -	\$ -
02-0214-5102	Supplies -Office	\$ -	\$ -	\$ -
02-0214-5103	Supplies -Office--Special Projects	\$ -	\$ -	\$ -
02-0214-5220	Miscellaneous	\$ -	\$ -	\$ -
02-0214-8362	Printing/Publishing	\$ -	\$ -	\$ -
02-0214-8402	Dues/Publications	\$ -	\$ -	\$ -
02-0214-8410	Postage	\$ -	\$ -	\$ -
02-0214-8420	Travel & Training	\$ -	\$ -	\$ -
02-0214-8474	Telephone	\$ -	\$ -	\$ -
02-0214	City Administrator	\$ -	\$ -	\$ -
02--0224	Building and Zoning			
02-0224-4012	Salaries-Appointed	\$ 124,586.00	\$ 130,695.00	\$ 136,837.00
02-0224-4014	Salaries-Zoning Board Of Appeals	\$ 500.00	\$ 500.00	\$ 500.00
02-0224-4016	Salaries-Part-time(Office)	\$ -	\$ -	\$ -
02-0224-4017	Salaries-Clerical	\$ 14,585.00	\$ 15,304.00	\$ 16,018.00
02-0224-5102	Supplies	\$ 750.00	\$ 750.00	\$ 750.00
02-0224-5106	Supplies-Gas & Oil	\$ 2,500.00	\$ 1,400.00	\$ 2,000.00
02-0224-5112	Equipment/Computers	\$ 3,000.00	\$ 4,200.00	\$ 2,000.00
02-0224-5204	Vehicle Repair	\$ 500.00	\$ 500.00	\$ 500.00
02-0224-5220	Miscellaneous	\$ 200.00	\$ 100.00	\$ 100.00
02-0224-6450	Nuisance Abatement	\$ 22,000.00	\$ 22,000.00	\$ 30,000.00
02-0224-6452	Plan Design Review	\$ 500.00	\$ 400.00	\$ 400.00
02-0224-8342	Legal Expense And Filing Fees	\$ 600.00	\$ 500.00	\$ 500.00
02-0224-8362	Print/ Publishing(Notices)	\$ 1,000.00	\$ 800.00	\$ 800.00
02-0224-8402	Dues	\$ 400.00	\$ 700.00	\$ 800.00
02-0224-8410	Postage	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
02-0224-8420	Travel & Training	\$ 750.00	\$ 1,000.00	\$ 1,500.00
02-0224-8474	Telephone/Mobile/Fax	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00
02-0224-8599	Demolition/Clean Up	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00
02-0224-8620	Zoning Expense-Books, Etc	\$ 500.00	\$ 500.00	\$ 500.00
02-0224	Building and Zoning	\$ 205,871.00	\$ 211,949.00	\$ 235,805.00
02-0232	Crossing Guards			
02-0232-4014	Crossing Guards	\$ 4,900.00	\$ 4,900.00	\$ -
02-0232	Crossing Guards	\$ 4,900.00	\$ 4,900.00	\$ -

<u>Account Number</u>	<u>Description</u>	<u>f.y. 2024-2025</u>	<u>f.y. 2025-2026</u>	<u>f.y. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
02-0234	Merit Commission			
02-0234-4014	Civil Svc Comm/Secret-Salaries	\$ -	\$ -	\$ -
02-0234-4015	Police & Fire Comm Salaries	\$ 600.00	\$ 600.00	\$ 600.00
02-0234-8610	Commission Expenses	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
02-0234	Merit Commission	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00
02-0254	Mayor & City Council			
02-0254-4010	Salaries-Elected Officials	\$ 36,000.00	\$ 44,200.00	\$ 44,200.00
02-0254-4014	Salaries - Council Secretary	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
02-0254-4017	Salaries-Clerical	\$ 43,751.00	\$ 45,900.00	\$ 48,058.00
02-0254-5102	Supplies-Office	\$ 1,000.00	\$ 8,500.00	\$ 7,000.00
02-0254-5112	Equipment/Computers	\$ -	\$ 6,000.00	\$ 1,000.00
02-0254-8402	Dues/Donations	\$ 1,625.00	\$ 2,200.00	\$ 2,200.00
02-0254-8410	Postage	\$ 50.00	\$ 50.00	\$ 50.00
02-0254-8420	Travel & Training	\$ 4,000.00	\$ 2,000.00	\$ 8,000.00
02-0254-8478	Telephone/Internet/Fax	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00
02-0254-8520	Public Relations	\$ 3,000.00	\$ 5,000.00	\$ 6,500.00
02-0254-8522	Safety Grant--Expenses	\$ 18,896.00	\$ 20,425.00	\$ 22,028.00
02-0254-6436	Public Communication	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
02-0254	Mayor & City Council	\$ 119,322.00	\$ 146,375.00	\$ 151,136.00
02-0404	Contract Services - Legal			
02-0404-5227	Contract Services	\$ 95,462.00	\$ 101,101.00	\$ 104,264.00
02-0404-8342	Outside Legal Services	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
02-0404-8344	Labour Attorney	\$ 12,000.00	\$ 20,000.00	\$ 12,000.00
02-0404	Contract Services - Legal	\$ 110,462.00	\$ 124,101.00	\$ 119,264.00

<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
02-0604	Contingencies			
02-0604-4096	Unemployment Compensation	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
02-0604-5408	Property Taxes	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
02-0604-5414	J.U.E.L. Fees	\$ 5,700.00	\$ 1,500.00	\$ 1,500.00
02-0604-6432	Centralized Dispatch Contract	\$ 290,110.00	\$ 305,959.00	\$ 299,047.00
02-0604-6435	Copier Lease/Contractual Serv	\$ 6,100.00	\$ 3,500.00	\$ 2,100.00
02-0604-6436	Radios/Cameras	\$ 50,000.00	\$ 25,000.00	\$ 10,000.00
02-0604-6438	Communication	\$ 29,422.00	\$ 29,422.00	\$ 29,422.00
02-0604-6439	Software Maintenance	\$ 63,100.00	\$ 50,000.00	\$ 40,000.00
02-0604-6440	Signage--Highway	\$ -	\$ -	\$ -
02-0604-6482	Landfill Clean-up	\$ -	\$ -	\$ -
02-0604-8386	Surety Bond-Premiums	\$ 250.00	\$ 250.00	\$ 250.00
02-0604-6443	Community Improvement	\$ -	\$ 35,000.00	\$ 35,000.00
02-0604	Contingencies	\$ 446,882.00	\$ 452,831.00	\$ 419,519.00

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<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
02-0800.0806	Fire Department			
02-0800-4082	Firefighter's Uniforms (new line)	\$ -	\$ 6,000.00	\$ 6,000.00
02-0800-5102	Supplies-Office	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00
02-0800-5106	Supplies-Gas/Oil	\$ 20,000.00	\$ 19,000.00	\$ 19,000.00
02-0800-5108	Supplies-Dormitory	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
02-0800-5110	Supplies-Medical	\$ 6,000.00	\$ 6,000.00	\$ 8,000.00
02-0800-5112	Equipment/Computers	\$ 2,000.00	\$ 2,800.00	\$ 2,000.00
02-0800-5115	New Hire PPE/Equipment	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00
02-0800-5126	Supplies-Fire Prevention	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
02-0800-5202	Repairs/Maint-Equipment	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00
02-0800-5206	Repairs/Maint-Radio	\$ 5,000.00	\$ 15,000.00	\$ 12,000.00
02-0800-5214	Equipment Replacement Fund	\$ 10,000.00	\$ 8,000.00	\$ 10,000.00
02-0800-6435	Contractual Services	\$ 9,000.00	\$ 6,000.00	\$ 20,000.00
02-0800-6448	Investigations	\$ 750.00	\$ 750.00	\$ 750.00
02-0800-8402	Dues/Subscriptions	\$ 500.00	\$ 600.00	\$ 600.00
02-0800-8420	Travel & Training	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00
02-0800-8421	New Hire Travel & Training	\$ 40,000.00	\$ 30,000.00	\$ 15,000.00
02-0800-8474	Telephone/Mobile/Pagers	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00
02-0800-8520	Public Relations	\$ 220.00	\$ 300.00	\$ 1,500.00
02-0800-8650	Medical Exams	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
02-0800-9002	Grant Expenses	\$ -	\$ -	\$ -
02-0806-4011	Accrued Overtime	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
02-0806-4012	Salaries-Appointed	\$ 364,482.00	\$ 493,760.00	\$ 518,436.00
02-0806-4013	Salaries-Monthly	\$ 1,265,000.00	\$ 1,349,702.00	\$ 1,458,992.00
02-0806-4018	Salaries-Overtime	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00
02-0800.0806	Fire Department	\$ 1,931,552.00	\$ 2,167,012.00	\$ 2,319,574.00

<u>Account Number</u>	<u>Description</u>	<u>f.y. 2024-2025</u>	<u>f.y. 2025-2026</u>	<u>f.y. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
02-1200.1206	Police Department			
02-1200-4082	Police Uniforms	\$ 25,000.00	\$ 25,000.00	\$ 17,000.00
02-1200-5102	Supplies-General	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
02-1200-5106	Supplies-Gas & Oil	\$ 90,000.00	\$ 80,000.00	\$ 80,000.00
02-1200-5112	Equipment/Computers	\$ -	\$ -	\$ -
02-1200-5202	Repairs/Equipment	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
02-1200-5204	Repairs/Maint - Vehicles	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
02-1200-5206	Repairs/Maint - Radios	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
02-1200-5220	Medical Supplies	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
02-1200-6435	Contractual Services	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
02-1200-6436	Body Worn Cameras	\$ 33,000.00	\$ 33,000.00	\$ 30,000.00
02-1200-6437	Reporting, Data, Scheduling Policy	\$ 35,000.00	\$ 35,000.00	\$ 32,000.00
02-1200-6448	Investigations	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
02-1200-8402	Dues/Subscription	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
02-1200-8420	Travel & Training	\$ 41,000.00	\$ 41,000.00	\$ 33,000.00
02-1200-8474	Telephone	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
02-1200-8475	Tuition Reimbursement	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
02-1200-8520	Public Relations	\$ 1,200.00	\$ 1,200.00	\$ 750.00
02-1200-8644	Labour Attorney	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
02-1200-8650	Medical Exams/Drug Tests	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00
02-1206-4012	Salaries-Appointed	\$ 202,017.00	\$ 211,915.00	\$ 331,828.00
02-1206-4013	Salaries-Monthly	\$ 2,039,267.00	\$ 2,157,240.00	\$ 2,158,009.00
02-1206-4017	Salaries-Clerical	\$ 97,467.00	\$ 83,000.00	\$ 87,948.00
02-1206-4018	Salaries-Overtime	\$ 95,000.00	\$ 95,000.00	\$ 85,000.00
02-1206-4019	Code Enforcement Officer	\$ 31,500.00	\$ 15,000.00	\$ 15,000.00
02-1200.1206	Police Department	\$ 2,783,901.00	\$ 2,866,805.00	\$ 2,959,985.00

<u>Account Number</u>	<u>Description</u>	<u>f. y. 2024-2025</u>	<u>f. y. 2025-2026</u>	<u>f. y. 2026-2027</u>
02-1400	Building & Grounds	Budget	Budget	Budget
02-1400-5102	Supplies-General	\$ 1,600.00	\$ 1,600.00	\$ 12,000.00
02-1400-5202	Repairs/Maint - Equipment	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
02-1400-5212	Repairs/Maint - Building	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
02-1400-6340	Custodian Contract	\$ 25,000.00	\$ 25,000.00	\$ 32,760.00
02-1400-6435	Contractual Services	\$ 21,175.00	\$ 21,175.00	\$ 15,000.00
02-1400-8302	Utilities-Electric	\$ 80,000.00	\$ 81,000.00	\$ 146,670.00
02-1400-8304	Utilities-Gas	\$ 22,000.00	\$ 19,000.00	\$ 19,000.00
02-1400-8306	Utilities-Water	\$ 3,900.00	\$ 2,500.00	\$ 2,900.00
02-1400-8310	Utilities-Garbage	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
02-1400-6433	Internet Service, CH 176, SD	\$ 2,500.00	\$ 4,200.00	\$ 4,951.00
02-1400-8474	Telephone Service	\$ 6,950.00	\$ 6,200.00	\$ 7,881.00
02-1400-6431	Repair/Maint.--Municipal Services Bldg.	\$ 7,500.00	\$ 7,500.00	\$ 52,500.00
02-1400	Building & Grounds	\$ 199,925.00	\$ 197,475.00	\$ 322,962.00
02-2200	Contract Services - General			
02-2200-5227	Contract Services	\$ 7,000.00	\$ 7,000.00	\$ 20,916.00
02-2200-5228	IT Services	\$ 66,000.00	\$ 69,300.00	\$ 71,172.00
	Contract Services - General	\$ 73,000.00	\$ 76,300.00	\$ 92,088.00
02-3000	Economic Planning and Development	Budget	Budget	Budget
02-3000-8414	CEDS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
02-3000-8416	CEO	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
02-3000-8602	Fees-Logan Co Regional Plan	\$ 9,375.00	\$ 12,500.00	\$ 12,500.00
02-3000-8478	LEAD Membership	\$ -	\$ 5,000.00	\$ 5,000.00
02-3000-8500	Third Friday	\$ -	\$ 9,500.00	\$ 9,500.00
02-3000-8501*	Economic Development Grants	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
02-3000-7852*	Facade Grants	\$ 59,778.00	\$ 30,000.00	\$ -
02-3000-7853**	Grant Matching Expenditures	\$ 100,000.00	\$ -	\$ 20,000.00
02-3000-8502	Business Sustainability Grants	\$ -	\$ -	\$ -
02-3000-8605	Special Projects & Events	\$ 5,000.00	\$ 25,000.00	\$ 20,000.00
02-3000	Economic Planning and Development	\$ 327,153.00	\$ 235,000.00	\$ 220,000.00

*As amended/Budget Amendment #1--F.Y. 2023-2024.

**As amended/Budget Amendment #1--F.Y. 2024-2025.

<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
02-3600.3606	Streets & Alleys			
02-3600-4082	Personal Items	\$ -	\$ -	\$ -
02-3600-4084	Union CDL	\$ 195.00	\$ 195.00	\$ 75.00
02-3600-4086	Clothing Allowance	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00
02-3600-4090	Safety Supplies	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
02-3600-5102	Supplies-General	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
02-3600-5106	Supplies-Gas & Oil	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00
02-3600-5116	Supplies-Materials	\$ 75,000.00	\$ 80,000.00	\$ 80,000.00
02-3600-5124	Supplies-Tools	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00
02-3600-5202	Repairs - Equipment	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00
02-3600-5214	Repairs/Maint Equip Rental	\$ 30,000.00	\$ 30,000.00	\$ -
02-3600-5220	Miscellaneous	\$ 500.00	\$ 500.00	\$ 50.00
02-3600-5230	Repairs/Street Lights/Signals	\$ 60,000.00	\$ 60,000.00	\$ 100,000.00
02-3600-6435	Contractual Services	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00
02-3600-6440	Planting	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
02-3600-6441	Tree Trim & Stump Removal	\$ 75,000.00	\$ 68,500.00	\$ 68,500.00
02-3600-6443	Storm Reserve	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
02-3600-6444	Arbor Day Supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
02-3600-6446	Street Markings And Controls	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
02-3600-6447	Contract - Pavement Markings	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00
02-3600-8344	Labor Attorney	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00
02-3600-8362	Printing/Publishing	\$ 500.00	\$ 500.00	\$ 500.00
02-3600-8420	Travel & Training	\$ 5,800.00	\$ 5,800.00	\$ 2,500.00
02-3600-8474	Telephone/Mobile/Pagers	\$ 3,860.00	\$ 4,000.00	\$ 4,000.00
02-3600-8520	Public Relations	\$ 500.00	\$ 500.00	\$ 500.00
02-3600-8618	Sidewalk-Rebates	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
02-3600-8650	Medical Exams	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
02-3606-4012	Salaries-Appointed	\$ 94,301.00	\$ 98,930.00	\$ 103,584.00
02-3606-4014	Salaries-Hourly	\$ 663,197.00	\$ 700,415.00	\$ 744,883.00
02-3606-4016	Salaries-Part-time	\$ 45,500.00	\$ 52,000.00	\$ 52,650.00
02-3606-4017	Salaries--Clerical	\$ 14,584.00	\$ 15,300.00	\$ 16,020.00
02-3606-4018	Salaries-Overtime	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
02-3600.3606	Streets & Alleys	\$ 1,269,937.00	\$ 1,307,640.00	\$ 1,401,262.00

<u>Account Number</u>	<u>Description</u>	<u>F.Y. 2024-2025</u>	<u>F.Y. 2025-2026</u>	<u>F.Y. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
02-3704	Health Benefits			
02-3704-4070	Health Insurance	\$ 507,872.00	\$ 502,500.00	\$ 439,174.00
02-3704-4071	Health Insurance-Retirees	\$ 155,805.00	\$ 155,805.00	\$ 123,360.00
02-3704-4072	Dental Insurance	\$ 55,000.00	\$ 55,000.00	\$ 59,528.00
02-3704-4073	Injured Officer Premium	\$ 16,000.00	\$ 9,675.00	\$ 8,809.00
02-3704-4074	Life Insurance	\$ 2,775.00	\$ 4,680.00	\$ 4,966.00
02-3704-4075	Hsa Benefit	\$ 165,120.00	\$ 165,120.00	\$ 148,270.00
02-3704-4076	Hsa Benefit Retiree	\$ 3,000.00	\$ 3,100.00	\$ 2,600.00
		\$ -	\$ -	\$ -
02-3704	Health Benefits	\$ 905,572.00	\$ 895,880.00	\$ 786,707.00
02	General Fund	\$ 9,532,162.00	\$ 10,106,131.00	10,557,428.00

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Special Funds

<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
20	Motor Fuel Tax			
	Fund Bal. Fwd.	\$ 1,600,000.00	\$ 1,600,000.00	\$ 855,000.00
20-0001-3830	Motor Fuel Taxes	\$ 551,724.00	\$ 605,252.00	\$ 631,000.00
20-0000-3855	Reimbursements	\$ 15,000.00	\$ 10,000.00	\$ 10,500.00
20-0000-3855	Fifth St. Reimbursements (Pending)	\$ -	\$ -	\$ -
20-0001-3700	Interest Earned	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00
	Revenues	\$ 2,174,724.00	\$ 2,223,252.00	\$ 1,503,500.00
20-0000-5116	Supplies-Material	\$ 145,000.00	\$ 160,000.00	\$ 160,000.00
20-0000-5235	Traffic Signal Electric Serv	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
20-0000-6430	Street Lights	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
20-0000-5214	Equipment Replacement Fund	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00
20-0000-5231	Engineering	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
20-0000-5300	Fifth Street Road Project Engi	\$ 122,377.00	\$ -	\$ -
20-0000-	Kickapoo Street Engineering	\$ -	\$ 22,080.00	\$ 22,080.00
20-0000-6435	Re-Build Illinois Expenditures	\$ 526,549.00	\$ 526,549.00	\$ -
20-0000-6431	Resurfacing	\$ 320,000.00	\$ 520,000.00	\$ 520,000.00
20-0006-4014	Salaries-Hourly	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00
20-0006-4018	Salaries-Overtime	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
20	Motor Fuel Tax Expenditures	\$ 1,509,926.00	\$ 1,624,629.00	\$ 1,098,080.00
40-0007	Debt Service Fund			
	Fund Bal. Fwd.	\$ 25,540.00	\$ 22,608.00	\$ 19,840.00
40-0009-9903	Property Tax	\$ 179,202.00	\$ 179,130.00	\$ 179,130.00
40-0007-3702	Interest	\$ 430.00	\$ 460.00	\$ 390.00
	Revenues	\$ 205,172.00	\$ 202,198.00	\$ 199,360.00
40-0007-8822	Bond Principal #8	\$ 167,000.00	\$ 179,130.00	\$ 156,000.00
40-0007-8832	Bond Interest Exp #8	\$ 12,202.00	\$ 8,260.00	\$ 15,232.00
40-0007-8842	Bond Service Fees #8	\$ 500.00	\$ 500.00	\$ 500.00
40-0007	Bond Fees, Interest, Payment Expenditures	\$ 179,702.00	\$ 187,890.00	\$ 171,732.00

<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
43-0000	2023 G.O. Bond			
43-0001-3792	2023 Bond Proceeds (Bal. Fwd.)	\$ 280,500.00	\$ 5,401.00	\$ 3,504.00
43-0001-3700	2023 Interest	\$ 1,000.00	\$ 7.00	\$ -
	2023 Bond Revenue	\$ 281,500.00	\$ 5,408.00	\$ 3,504.00
43-0000	2026 G.O. Bond			
43-0001-3793	2026 Bond Proceeds/Bal. Fwd.	\$ -	\$ 500,000.00	\$ 489,000.00
43-0001-3700	2026 Interest	\$ -	\$ 1,000.00	\$ 1,800.00
	2026 Bond Revenue	\$ -	\$ 501,000.00	\$ 490,800.00
	Total Bond Revenues			\$ 494,304.00
	Bond Expenditures			
43-0001-8869	2023 General Bond Expenditures	\$ 45,057.00	\$ -	\$ -
43-0200-8865	Tech. & Equip. 2023 Bond Expenditures	\$ 24,800.00	\$ -	\$ -
43-1400-8866	Bldg. & Grounds Bond Expenditures	\$ 50,000.00	\$ 5,408.00	\$ -
43-0800-8863	Fire Equip. 2023 Bond Expenditures	\$ 18,000.00	\$ -	\$ 3,504.00
43-1200-8862	Police Equip. 2023 Bond Expenditures	\$ 2,700.00	\$ -	\$ -
43-3600-8861	Streets & Alleys 2023 Bond Expenditures	\$ -	\$ -	\$ -
	2023 Bond Expenditures	\$ 140,557.00	\$ 5,408.00	\$ 3,504.00
	Bond Expenditures (cont.)			
	2026 General Bond Expenditures			
	Tech. & Equip. 2026 Bond Expenditures			
	Bldg. & Grounds 2026 Bond Expenditures			
	Fire Equip. 2026 Bond Expenditures			\$ 30,000.00
	Police Equip. 2026 Bond Expenditures			
	Streets & Alleys 2026 Bond Expenditures			
	2026 Bond Expenditures		\$ 175,000.00	\$ 175,000.00
43-	Total G.O. Bond Expenditures	\$ 140,557.00	\$ 180,408.00	\$ 178,504.00

Account Number

50
50-0009
50-0009-9987
50-0009-9920
50-0009

Account Number

Sewer O & M
Transfers
Transfer To Sewer Bond Account
Transfer to General Fund (Loan)
Transfers

	<u>f.y. 2024-2025</u>	<u>f.y. 2025-2026</u>	<u>f.y. 2026-2027</u>
	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
\$ 1,110,245.00	\$ 1,048,305.00	\$ 1,048,305.00	
\$ 1,000,000.00	\$ 403,746.00	\$ 403,740.00	
\$ 2,110,245.00	\$ 1,452,051.00	\$ 1,452,045.00	

Revenues

50-0001-3500
50-0001-3530
50-0001-3730
50-0001-3980
50-0001-3011
50-0000-3900
50-0001-3700

Loan Proceeds/Bal. Fwd.
Sewer Fees--Combined
Penalties
Farm Lease/Crop Proceeds
Loan Proceeds
Other Revenues--Sewer Taps, Etc. Al.
Revenue-Outside Sources, Grants, Etc.
Interest
Revenues

\$ 1,841,760.00	\$ 3,520,000.00		
\$ 4,000,000.00	\$ 4,000,000.00	\$ 4,000,000.00	
\$ 160,000.00	\$ 176,618.00	\$ 176,617.00	
\$ 5,750.00	\$ 22,000.00	\$ 39,600.00	
\$ -	\$ -	\$ -	
\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
\$ -	\$ -	\$ -	
\$ 37,000.00	\$ 33,440.00	\$ 113,439.00	
\$ 6,047,510.00	\$ 7,755,058.00	\$ 4,332,656.00	

50-7004
50-7004-4012
50-7004-4013
50-7004-4014
50-7004-4070
50-7004-4072
50-7004-4074
50-7004-4075
50-7004-5102
50-7004-5202
50-7004-6435
50-7004-7860
50-7004-7877
50-7004-8342
50-7004-8362
50-7004-8410
50-7004-8474
50-7004-6500
50-7004

Sewer Accounting and Administration

Salaries-Appointed
Salaries-Monthly
Salaries-Hourly
Health Insurance
Dental Insurance
Life Insurance
Hsa Benefit
Supplies-Office
Repairs/Maint - Equipment
Contractual Services
Equipment
Capital Expense-Software
Legal Fees-Filing Fees
Printing/Publishing
Postage
Telephone/Fax
Water Reading Fees
Sewer Accounting and Administration

	<u>f.y. 2024-2025</u>	<u>f.y. 2025-2026</u>	<u>f.y. 2026-2027</u>
	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
\$ 24,037.00	\$ 25,216.00	\$ 26,400.00	
\$ 88,258.00	\$ 92,585.00	\$ 96,935.00	
\$ 30,150.00	\$ 31,639.00	\$ 33,176.00	
\$ 20,246.00	\$ 20,246.00	\$ 18,919.00	
\$ 902.00	\$ 850.00	\$ 963.00	
\$ 113.00	\$ 118.00	\$ 116.00	
\$ 6,750.00	\$ 6,450.00	\$ 6,450.00	
\$ 11,500.00	\$ 11,000.00	\$ 11,000.00	
\$ 500.00	\$ 500.00	\$ 500.00	
\$ 6,000.00	\$ 7,900.00	\$ 8,700.00	
\$ 1,000.00	\$ 16,000.00	\$ 1,500.00	
\$ 400.00	\$ 400.00	\$ 200.00	
\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	
\$ 400.00	\$ 400.00	\$ 400.00	
\$ 25,000.00	\$ 27,000.00	\$ 30,000.00	
\$ 800.00	\$ 805.00	\$ 805.00	
\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	
\$ 222,256.00	\$ 247,804.00	\$ 242,764.00	

		<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
50-7200	Sewer Plant			
50-7200-5202	Repairs/Maint-Equip	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00
50-7200-5227	Contract Operation	\$ 1,496,758.00	\$ 1,567,300.00	\$ 1,653,502.00
50-7200-5230	Engineer Contract	\$ 100,000.00	\$ 505,000.00	\$ 315,000.00
50-7200-7860	Capital Expense - Equipment	\$ 1,480,000.00	\$ 1,892,500.00	\$ 442,000.00
50-7200-7862	Capital Expense - Vehicles	\$ 8,800.00	\$ 8,800.00	\$ 64,800.00
50-7200-7864	Capital Expense- Build & Grds	\$ 245,000.00	\$ 215,000.00	\$ 180,000.00
50-7200-8302	Wastewater Facility Electric	\$ 270,000.00	\$ 280,000.00	\$ 300,000.00
50-7200-8332	IEPA License Fees	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00
50-7200-8385	Insurance-Flood	\$ 6,976.00	\$ 6,976.00	\$ 6,675.00
50-7200-8622	Taxes	\$ 1,617.00	\$ 1,617.00	\$ 2,467.00
50-7200	Sewer Plant	\$ 3,681,651.00	\$ 4,549,693.00	\$ 3,046,944.00

		<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
50-7400	Sewer Collection System			
50-7400-5116	Supplies-Materials	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00
50-7400-5202	Repairs/Maint - Equipment/Vehicle Repairs	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
50-7400-5214	Repairs/Maint-Equip Fund	\$ -	\$ -	\$ 100,000.00
50-7400-5414	JULIE Fees (new)	\$ -	\$ 6,000.00	\$ 4,200.00
50-7400-7850	Capital Expense. - Sewer Construction	\$ 867,000.00	\$ 2,239,000.00	\$ 1,775,000.00
50-7400-7856	Sewer Study	\$ -	\$ -	\$ -
50-7400-7860	Sewer Equipment Replacement	\$ -	\$ -	\$ -
50-7400-7865	Capital Expense-Equipment Vehicles	\$ -	\$ -	\$ -
50-7400-7866	Lift Stations	\$ -	\$ -	\$ -
50-7400-7867	CSO/TCP	\$ -	\$ -	\$ -
50-7400	Sewer Collection System	\$ 962,000.00	\$ 2,345,000.00	\$ 1,979,200.00

50-7406	Sewer Salaries & Capital			
50-7406-4014	Salaries-Hourly	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
50-7406-4018	Salaries-Overtime	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
50-7406	Sewer Salaries & Capital	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00

50	Sewer O&M	\$ 4,876,907.00	\$ 7,153,497.00	\$ 5,279,908.00
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<u>Account Number</u>	<u>Description</u>	<u>f.y. 2024-2025</u>	<u>f.y. 2025-2026</u>	<u>f.y. 2026-2027</u>	
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	
55	Hotel/Motel Tax Revenues				
	Fund Bal. Fwd.	\$ 20,000.00	\$ 5,000.00	\$ 30,000.00	
55-0001-3790	Donation	\$ -	\$ -	\$ 1,000.00	
55-0001-3825	Hotel/Motel Tax	\$ 202,000.00	\$ 202,000.00	\$ 206,056.00	
55-0001-3900	Rt. 66 State Grant	\$ -	\$ -	\$ 400,065.00	
55-0001-3700	Interest	\$ 210.00	\$ 110.00	\$ 400.00	
55	Hotel/Motel Tax-Revenues	\$ 222,210.00	\$ 207,110.00	\$ 637,521.00	
55	Hotel/Motel Tax--Expenditures				
55-0000-4017	Salaries			\$ 45,000.00	
55-0000-5102	Office Supplies			\$ -	
55-0000-5112	Equip./Computer			\$ -	
55-0000-5114	Materials			\$ -	
55-0000-6435	Contractual Services			\$ 45,000.00	
55-0000-7000	Pass Through To Tourism Bureau	\$ 192,100.00	\$ 192,100.00	\$ -	
55-0000-5114	Materials			\$ -	
55-0000-7000	Pass Through To Tourism Bureau	\$ 192,100.00	\$ 192,100.00	\$ -	
55-0000-7003	Tropic Sign	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	
55-0000-7004	Advertising			\$ -	
55-0000-7005	Balloonfest	\$ 2,000.00	\$ -	\$ -	
55-0000-8604	Railsplitter	\$ 1,500.00	\$ -	\$ -	
55-0000-7009	L.C.G. & H.S.	\$ 1,000.00	\$ -	\$ -	
55-0000-7011	Add'l Tourism Projects & Events	\$ 10,000.00	\$ -	\$ -	
55-0000-7012	Timber Frame Pavillion	\$ -	\$ -	\$ -	
55-0000-7013	Picnic Table Replacement	\$ -	\$ -	\$ -	
55-0000-7014	DockDogs	\$ 2,000.00	\$ -	\$ -	
55-0000-7015	Tourism Sponsorship	\$ -	\$ -	\$ 30,000.00	
55-0000-7815	Building Purchase & improvement	\$ -	\$ -	\$ 50,000.00	
55-0000-8500	Third Friday	\$ 7,500.00	\$ -	\$ -	
55-1400-5212	Repairs/Maint.-Bldg. & Grounds	\$ -	\$ -	\$ -	
55-0000	Hotel/Motel Tax Expenditures	\$ 219,100.00	\$ 195,100.00	\$ 637,520.00	\$ 128,000.00

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<u>Account Number</u>	<u>Description</u>	<u>f.y. 2024-2025</u>	<u>f.y. 2025-2026</u>	<u>f.y. 2026-2027</u>
		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
56	Sewer Bond Repayment			
56-0009				
56-0009-9938	Transfer from Sewer O & M. Transfers	\$ 1,110,245.00	\$ 1,048,305.00	\$ 1,048,305.00
		\$ 1,110,245.00	\$ 1,048,305.00	\$ 1,048,305.00
56-0007-2502	Sewer 2014 Alt. Rev. Bond Payment	\$ -	\$ -	\$ -
56-0007-8832	2014 Alt Rev Bond Int Pymt	\$ -	\$ -	\$ -
56-0007-8842	2014 Alt Rev Bond Serv Fees	\$ -	\$ -	\$ -
56-0007	Bond Fees, Interest, Payment	\$ -	\$ -	\$ -
56-0007	Sewer Loan Payment/Union St.			
56-0007-8852	Union St. Loan Principal Payment	\$ 234,665.00	\$ 238,198.00	\$ 241,785.00
56-0007-8853	Union St. Loan Interest Payment	\$ 69,005.00	\$ 65,471.00	\$ 61,884.00
	Loan Principal & Interest Payment	\$ 303,670.00	\$ 303,669.00	\$ 303,669.00
	Sewer Loan Payment/CSO			
56-0007-8862	CSO Loan Principal Payment	*	*	\$ 588,474.00
56-0007-8863	CSO Loan Interest Payment	*	*	\$ 156,162.00
56-0007-	Loan Principal & Interest Payment	\$ 806,575.00	\$ 744,636.00	\$ 744,636.00
56-0007	Total Sewer Bond & Loan Payments	\$ 1,110,245.00	\$ 1,048,305.00	\$ 1,048,305.00

* Principal and Interest Amounts TBD.

<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
60	Capital Projects	Budget	Budget	Budget
	Fund Bal. Fwd.	\$ 920,000.00	\$ 1,085,000.00	\$ 1,440,000.00
60-0001-3815	Non-Home Rule Sales Tax	\$ 1,070,000.00	\$ 1,070,000.00	\$ 1,200,000.00
60-0001-3797	Proceeds from Alt. Rev. Bond	\$ -	\$ 3,000,000.00	\$ 8,250,000.00
60-0001-	Comm. Pavilion Loan	\$ -	\$ -	\$ 241,000.00
60-0001-3700	Interest	\$ 3,500.00	\$ 6,510.00	\$ 8,200.00
60-0001-3835	Video Gaming Tax	\$ 250,000.00	\$ 255,000.00	\$ -
60-	Revenues	\$ 2,243,500.00	\$ 5,416,510.00	\$ 11,139,200.00
60				
60-0009-9952	Transfer from G.F. (as needed)	\$ 325,000.00	\$ 325,000.00	\$ 325,000.00
	Transfers	\$ 325,000.00	\$ 325,000.00	\$ 325,000.00
	Expenditures			
60-0200-7852	Design Engineering	\$ 25,000.00	\$ 25,000.00	\$ -
	Design Engineering	\$ 25,000.00	\$ 25,000.00	\$ -
3600	Streets & Alleys			
60-3600-7827	Cap Exp-Microsurfacing (Now surfacing)	\$ 700,000.00	\$ 1,262,000.00	\$ 1,150,000.00
60-3600-7643	Sidewalk & Curb Improvements	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
60-3600-7854	Stahlhut Drive Extension	\$ 150,776.00	\$ 150,776.00	\$ 150,776.00
60-3600-7855	Streets & Alleys--Engineering	\$ 325,000.00	\$ 300,000.00	\$ 30,000.00
60-3600-	Fifth Street Road Engineering	-	\$ 3,000,000.00	\$ 1,661,854.00
60-3600-	Fifth Street Road Construction	-	-	\$ 3,338,146.00
3600	Streets & Alleys Total	\$ 1,475,776.00	\$ 5,012,776.00	\$ 6,630,776.00
60-0200	Capitol Project Fund Expenditures			
60-0200-7815	Land Acquisition	\$ -	\$ -	\$ -
60-0007				
60-0007-8822	Pub.Safety Bldg. Bond Principal	\$ 205,000.00	\$ 210,000.00	\$ 220,000.00
60-0007-8832	Public Safety Bldg. Bond Intererst	\$ 82,450.00	\$ 76,300.00	\$ 67,900.00
60-0007-8842	Public Safety Bldg. Bond Fees	\$ 750.00	\$ 750.00	\$ 750.00
60-	Public Safety Bldg. Bond Expenditures	\$ 288,200.00	\$ 287,050.00	\$ 288,650.00

60-	Comm.Pavilion Expenditures--Engineering	\$	37,000.00
60-	Comm. Pavillion-Construction	\$	162,438.00
60-	Community Pavilion Expenditures	\$	199,438.00
60-	Comm.Pavilion Loan Payment	\$	60,145.00
60-0007	5th St. Road Bond Principal	*	
60-0007	5th St. Road Bond Interest	*	
60-0007	5th St. Road Bond Fees		
	5th St. Road Bond Expenditures	\$	615,000.00

* Prncipal and Interest Amounts TBD.

60- **Capitol Project Fund Expenditures** \$ 1,788,976.00 \$ 5,324,826.00 \$ 7,794,009.00

<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
65	CAF Fund	Budget	Budget	Budget
65-0001-3825	Property Tax Increment	\$ 139,000.00	\$ 179,000.00	\$ 235,000.00
65-0001-3700	Interest	\$ 155.00	\$ 345.00	\$ 345.00
	Revenue	\$ 139,155.00	\$ 179,345.00	\$ 235,345.00
65-0009-9903	Transfer from Gen. Fund (as needed)	\$ 40,000.00	\$ 15,000.00	\$ -
	Expenditures			
65-0007-8822	Bond Principal	\$ 115,000.00	\$ 115,000.00	\$ 120,000.00
65-0007-8832	Bond Interest	\$ 61,383.00	\$ 57,818.00	\$ 54,063.00
65-0007-8842	Bond Services	\$ 500.00	\$ 500.00	\$ 500.00
65-0007-	Façade Grants	\$ -	\$ -	\$ 30,000.00
65	CAF Fund Expenditures	\$ 176,883.00	\$ 173,318.00	\$ 204,563.00

<u>70</u> <u>Account Number</u>	<u>Equipment Rentals</u> <u>Description</u>	<u>F.Y. 2024-2025</u> <u>Budget</u>	<u>F.Y. 2025-2026</u> <u>Budget</u>	<u>F.Y. 2026-2027</u> <u>Budget</u>
70-0009-9964	Transfer from G.F./Fire Truck Payment	\$ 177,750.00	\$ 88,875.00	\$ -
70-0009-9961	Transfer from G.F. Police Dept. Vehicle	\$ 112,605.00	\$ 127,333.00	\$ 128,000.00
	Transfers	\$ 290,355.00	\$ 216,208.00	\$ 128,000.00
70	Fund Balance Fwd.	\$ 550,000.00	\$ 530,000.00	\$ 525,000.00
70-0001-3320	Equipment Rental Receipts	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
70-0001-3720	Sale of Surplus Property	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
70-0001-3730	Land Rental Income	\$ -	\$ -	\$ -
70-0001-3740	Police Dept. Equipment Grant	\$ -	\$ -	\$ -
70-0001-3700	Interest	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00
	Revenue	\$ 826,000.00	\$ 785,000.00	\$ 780,000.00
70	Repairs/Maint - Equipment	\$ -	\$ -	\$ -
70-0800-7850	Fire Department Payments	\$ 190,250.00	\$ 101,375.00	\$ 12,500.00
70-0800-7851	Fire Department Equipment	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
70-1200-7860	Police Department Vehicles (Illini/UCB)	\$ 112,605.00	\$ 127,333.00	\$ 128,000.00
70-1200-7861	Police Department Equipment	\$ 35,000.00	\$ 35,000.00	\$ -
70-3600-7850	Street Department Payments	\$ 81,000.00	\$ 94,000.00	\$ 44,000.00
70-3600-7860	Street Department Vehicles	\$ 100,000.00	\$ 120,000.00	\$ 127,916.00
70	Equipment Rentals Expenditures	\$ 548,855.00	\$ 507,708.00	\$ 342,416.00

<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
74	Police Pension Fund			
74		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
74-0001-3010	Property & Other Taxes	\$ 553,192.00	\$ 578,332.00	\$ 600,504.00
74-0001-3650	Employee Contributions	\$ 192,078.00	\$ 199,435.00	\$ 227,423.00
74-0001-3700	Interest & Dividend Income	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00
74-0001-3800	Replacement Taxes	\$ 63,728.00	\$ 52,000.00	\$ 52,000.00
74-0001-3812	Utility Taxes	\$ 94,500.00	\$ 94,500.00	\$ 94,500.00
74-0001-3808	Cannabis Sales Tax	\$ 38,250.00	\$ 32,895.00	\$ 31,777.00
	Revenue	\$ 963,748.00	\$ 979,162.00	\$ 1,028,204.00
74-0009-9903	Transfer from General Fund	\$ 185,000.00	\$ 185,000.00	\$ 185,000.00
		\$ 185,000.00	\$ 185,000.00	\$ 185,000.00
74-0000-8420	Schools/Conferences	\$ 750.00	\$ 750.00	\$ 750.00
74-0000-8620	Professional Fees	\$ 25,000.00	\$ 50,000.00	\$ 25,000.00
74-0000-8660	Pension Payments	\$ 1,609,060.00	\$ 1,753,050.00	\$ 1,871,637.00
74-0000-8600	Miscellaneous Expenditures	\$ 250.00	\$ 250.00	\$ 150.00
	Police Pension Fund Expenditures	\$ 1,635,060.00	\$ 1,804,050.00	\$ 1,897,537.00

<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
76	Fire Pension Fund			
76-		<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
76-0001-3010	Property & Other Taxes	\$ 530,981.00	\$ 561,707.00	\$ 588,806.00
76-0001-3650	Employee Contributions	\$ 149,422.00	\$ 148,960.00	\$ 159,829.00
76-0001-3700	Interest & Dividend Income	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
76-0001-3800	Replacement Taxes	\$ 61,690.00	\$ 49,500.00	\$ 49,500.00
76-0001-3812	Utility Taxes	\$ 115,500.00	\$ 115,500.00	\$ 115,500.00
76-0001-3808	Cannabis Sales Tax	\$ 46,750.00	\$ 38,983.00	\$ 38,840.00
	Revenue	\$ 922,343.00	\$ 932,650.00	\$ 970,475.00
76				
76-0009-9903	Transfer from General Fund	\$ 195,000.00	\$ 165,000.00	\$ 165,000.00
		\$ 195,000.00	\$ 165,000.00	\$ 165,000.00
76-0000-8620	Professional Fees	\$ 25,000.00	\$ 29,000.00	\$ 25,000.00
76-0000-8420	Travel & Training	\$ 750.00	\$ 750.00	\$ 750.00
76-0000-8660	Pension Payments	\$ 1,226,126.00	\$ 1,398,000.00	\$ 1,467,574.00
76-0000-8600	Miscellaneous Expenditures	\$ 250.00	\$ 250.00	\$ 150.00
76	Fire Pension Fund Expenditures	\$ 1,252,126.00	\$ 1,428,000.00	\$ 1,493,474.00

<u>Account Number</u>	<u>Description</u>	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
81	American Rescue Plan Fund	Budget	Budget	Budget
81-	Balance Fwd.	\$ 409,423.95	\$ 136,797.00	\$ 137,432.00
81-0000-3940	American Rescue Plan Grant #2	\$ -	\$ -	\$ -
81-0001-3700	Interest	\$ 2,500.00	\$ 480.00	\$ 150.00
	Revenue	\$ 411,923.95	\$ 137,277.00	\$ 137,582.00
81-0009-9013	Transfer to G.F.--Police Salaries	\$ -	\$ -	\$ -
81-0009-9915	Transfer to G.F.--Economic Development	\$ 81,254.00	\$ -	\$ -
	Transfers	\$ 81,254.00	\$ -	\$ -
81-	American Rescue Plan/Grant Expenditures			
81-0000-8522	Tourism Promotion	\$ -	\$ -	\$ -
81-0000-8523	ARPA Fund Expenditures	\$ -	\$ -	\$ -
81-0000-8525	Elevator Improvements	\$ -	\$ -	\$ -
81-0000-8526	City Hall Roof	\$ 199,492.00	\$ -	\$ -
81-0000-8528	Chicago St. Bldg. Demolition	\$ 85,000.00	\$ -	\$ -
81-0000-8512	Fire Dept. Rescue Equipment	\$ 43,688.00	\$ -	\$ -
81-0000-	Pavillion	\$ -	\$ 137,277.00	\$ 137,582.00
81	ARPA Fund Expenditures	\$ 328,180.00	\$ 137,277.00	\$ 137,582.00

	<u>f.f. 2024-2025</u>	<u>f.f. 2025-2026</u>	<u>f.f. 2026-2027</u>
	Budget	Budget	Budget
Total Special Fund Expenditures	\$ 13,766,517.00	\$ 19,765,008.00	\$ 20,256,631.00
Total General Fund Expenditures	\$ 9,532,162.00	\$ 10,106,131.00	\$ 10,557,428.00
Total Expenditures	\$ 23,298,679.00	\$ 29,871,139.00	\$ 30,814,059.00

Revenue - General Fund

F. D. 2026-2027

<u>Account Number</u>	<u>Description</u>	<u>Budget Amount</u>
02		
02-0000-3250	Fines/Fees Nuisances	\$ 575.00
02-0001-3010	Property Taxes (Corp. and G.F. Sub-Funds)	\$ 373,240.00
02-0001-3013	Property Taxes (Streets & Alleys)	\$ 100.00
02-0001-3014	Property Taxes (Fire Protection)	\$ 125,902.00
02-0001-3015	Property Taxes (Police Protection)	\$ 59,809.00
02-0001-3040	Mobil Home Privilege Tax/Housing Auth.	\$ 16,375.00
02-0001-3050	Road & Bridge Tax	\$ 105,622.00
02-0001-3100	Licenses/Permits-Bus. Food	\$ 2,400.00
02-0001-3102	Licenses/Permits-Bus.-Tavern	\$ 120,000.00
02-0001-3104	Licenses/Permits-Bus.-Beer Club	\$ 6,480.00
02-0001-3106	License/Permits-Bus.-Scavenger	\$ 150.00
02-0001-3108	Licenses/Permits-Bus.-Pool/Billiards	\$ 50.00
02-0001-3110	Licenses/Permits-Bus.-Coin Operated	\$ 65,000.00
02-0001-3114	Licenses/Permits-Bus.-Juke Box	\$ 1,300.00
02-0001-3116	Licenses/Permits-Bus.-Photographer	\$ 400.00
02-0001-3118	Licenses/Permits-Bus.-Bowling	\$ 100.00
02-0001-3120	Licenses/Permits-Bus.-Taxicabs	\$ 125.00
02-0001-3122	Licenses/Permits-Bus.-Peddlers	\$ 2,975.00
02-0001-3124	Licenses/Permits-Bus.-Closeout Sales	\$ 100.00
02-0001-3126	Licenses/Permits-Bus.-Theatre	\$ 350.00
02-0001-3128	Licenses/Permits-Bus.-Auction	\$ 500.00
02-0001-3130	Licenses/Permits-Bus-Lmtd. Cl. (Spec. Liq.)	\$ 445.00
02-0001-3132	Licenses-Permits-Bus.-It Merc.	\$ 550.00
02-0001-3133	Licenses/Permits-Bus.-Children's Hospital	\$ 50.00
02-0001-3134	Licenses/Permits-Nb-Bldg. Permits	\$ 70,000.00
02-0001-3136	Licenses/Permits-Sewer Taps	\$ 2,000.00
02-0001-3140	Licenses/Permits-Nb-Multi-Pets	\$ 50.00

02-0001-3142	Licenses/Permits--Scooter Permits	\$	-
02-0001-3143	Licenses/Permits-Chickens	\$	650.00
02-0001-3146	Licenses/Permits-Gof Cart License	\$	5,500.00
02-0001-3200	Franchises Fees	\$	375,000.00
02-0001-3210	Fines/Fees-Pkg. Meter Collections	\$	2,000.00
02-0001-3230	Fines/Fees-Circuit Court Fines	\$	54,000.00
02-0001-3231	Fines/Fees--Circuit Court-Alcohol	\$	500.00
02-0001-3232	Fines/Fees-Circuit Clerk Atty. Fees	\$	
02-0001-3233	Fines/Fees-Circuit Clerk Police Vehicles	\$	100.00
02-0001-3240	Fees--New Liquor Licenses	\$	6,000.00
02-0001-3250	Fees/Fines--Violations/Police	\$	100.00
02-0001-3252	Fees/Fines-Violations/Bldg. & Safety	\$	300.00
02-0001-3255	Fees/Fines-Liquor Violations	\$	50.00
02-0001-3260	Fees/Fines-Brush Disposal	\$	5,000.00
02-0001-3270	Depot Rental	\$	5,000.00
02-0001-3360	Outside Fire Protection Reimb.	\$	4,700.00
02-0001-3700	Interest Earned	\$	75,000.00
02-0001-3720	Donations	\$	1,000.00
02-0001-3722	Sale of Surplus Property	\$	3,000.00
02-0001-3725	SRO Contribution	\$	94,000.00
02-0001-3731	Birth Certificates	\$	1,300.00
02-0001-3732	Death Certificates	\$	25,000.00
02-0001-3735	Misc. Income-EZ Admn. Fees	\$	15,000.00
02-0001-3800	Replacement Tax (PPRT)	\$	485,000.00
02-0001-3808	Cannabis Sales Tax	\$	8,000.00
02-0001-3809	State Cannabis Use Tax	\$	19,950.00
02-0001-3810	Municipal Sales Tax/State Use Tax	\$	4,294,400.00
02-0001-3811	Telecommunications Tax	\$	125,000.00
02-0001-3812	Utility Tax	\$	490,000.00
02-0001-3820	State Income Tax	\$	2,460,446.00
02-0001-3830	State -Pull Tabs & Jar Games	\$	1,900.00
02-0001-3835	Video Gaming Tax	\$	532,000.00
02-0001-3850	Health Insurance Reimbursements	\$	75,000.00
02-0001-3855	Refunds	\$	1,000.00

02-0001-3860	Sales of Property	\$	1,500.00
02-0001-3900	Grants	\$	4,000.00
02-0204-3845	City Clerk's Office--Reimbursements	\$	200.00
02-0254-3900	Safety Grant	\$	20,425.00
02-0800-3845	Fire Dept.--Reimbursements	\$	600.00
02-0204-3600	IDPH Grant	\$	1,000.00
02-0224-3845	Bldg. & Safety--Reimbursements	\$	1,200.00
02-1200-3845	Police Dept --Reimbursements	\$	30,000.00
02-1200-3846	Fed. Asset Forfeiture Proceeds	\$	15,000.00
02-3600-3845	Streets & Alleys--Reimbursements	\$	27,000.00
02-0009-9967	Loan from Sewer Fund	\$	403,746.00
02-	General Fund	\$	10,625,215.00

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REVENUE PROJECTIONS 2026-2027.

02	General Fund	Property Tax - Corporate (Not Specified Elsewhere)	7,409	
		Property Tax - Police Protection	59,809	
		Property Tax - Fire Protection	125,902	
		Property Tax - Streets & Alleys	100	
		Property Tax - Road & Bridge	105,622	
		Outside Fire Protection Fees	4,700	
		Municipal Sales Tax/State Use Tax	4,294,400	
		Municipal Telecommunications Tax	125,000	
		State Income Tax	2,460,446	
		State Pull Tabs/Jar Games	1,900	
		Mobil Home Taxes/Houseing Authority	16,375	
		Forfeited/Housing Auth. Taxes	6,450	
		Replacement Tax	358,258	
		SRO Contributions	94,000	
		Depot Rental	5,000	
		Permits/Licenses/Fines/Fees/Other	469,055	
		Franchise Fees	375,000	
		Health Ins. Reimbursements	75,000	
		Safety Grant	22,028	
		Total Interest Earned	75,000	
		Cannibis Sales Tax	8,000	
		State Cannibis Use Tax	19,950	
		Utility Tax	490,000	
		Video Gaming Tax	532,000	
		Loan From Sewer Fund	483,746	
	Sub-Total (02)		10,135,150	10,135,150
	Other General Fund Accts.		-	-
10	Audit Fund	Property and Other Taxes	17,470	17,470
12	ESDA Fund	Property and Other Taxes	4,864	4,864
16	Forestry Fund	Property and Other Taxes	48,705	48,705
18	Liability Insurance	Property and Other Taxes	126,742	126,742
			-	-
			-	-

22	IMRF Fund	Property Taxes - IMRF	30,000	-
		Property Taxes - Social Security	90,010	-
		Replacement Tax	124,334	-
	Sub-Total (22)		-	244,344
			-	-
26	Public Benefit	Property and Other Taxes & Fees	47,010	47,010
32	Crossing Guard	Property and Other Taxes	930	930
			-	-
	Total General Fund (02)		10,625,215	10,625,215
20	Motor Fuel Tax Fund	MFT Bal./Fwd. (Est.)	855,000	
		MFT Allocations	631,000	
		Re-imbursements	10,500	
		Re-Build Illinois	-	
		Fifth St. Road Improvement Grants/Reimb.	-	
		Interest	7,000	
	Sub-Total (20)		1,503,500	1,503,500
40	Debt Service	Debt Service/Bal. Fwd.	19,840	
		Property and Other Taxes	179,130	
		Interest	390	
	Sub-Total (40)		199,360	199,360
43	G.O. Bond (Series 2025)	2022 G.O. Bond Proceeds/Bal. Fwd.	3,504	
		2025 G.O. Bond Proceeds/Bal. Fwd.	489,000	
		Interest	1,800	
			494,304	494,304
50	Sewerage Operations & Maintenance Fund	Sewer Fund/Bal. Fwd.	3,500,000	
		Sewer Fees-Comb.	4,000,000	
		Penalties	176,617	
		Farm Lease Agreement	39,600	
		Interest	113,439	
		Loan Proceeds	-	
		Other Revenues	3,000	
	Sub-Total (50)			7,832,656

55	Tourism Fund	Fund Balance/ Fwd. (Est.)	30,000	
		Hotel/Motel Tax	206,056	
		Donations	1,000	
		Route 66 State Grant	400,065	
		Interest	400	
	Sub-Total (55)		637,521	637,521
60	Capital Improvements Fund	Capital Improvements Fund Bal./Fwd. (Est.)	1,440,000	
		Non-Home Rule Sales Tax	1,200,000	
		Community Pavillion Loan	241,000	
		Proceeds from Alt. Rev. Bond	8,250,000	
		Interest	8,200	
	Sub-Total (60)		11,139,200	11,139,200
65	TIF	Property Tax Increment	235,000	
		Interest	345	
	Sub-Total (65)		235,345	235,345
70	Equipment Fund	Balance Fwd.	525,000	
		Equipment Rental Receipts	250,000	
		Sale of Surplus Property	1,000	
		Interest	4,000	
	Sub-Total (70)		780,000	780,000
74	Police Pension Fund	Property and Other Taxes	600,504	
		Replacement Tax	52,000	
		Utility Tax	94,500	
		Interest & Dividend Income	22,000	
		Employee Contributions & Other Revenue	227,423	
		Cannabis Sales Tax	31,777	
	Sub-Total (74)		1,028,204	1,028,204

