Print

MEMORANDUM OF AGREEMENT

between

THE CITY OF QUINCY, ILLINOIS

and

QUINCY FIREFIGHTERS, LOCAL 63
I.A.F.F.

MAY 2011 - APRIL 2014

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ARTICLE 1

UNION RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for full-time, permanent and probationary firefighters of all ranks excluding the Fire Chief, Deputy Chief, Training Chief, Fire Marshal and Assistant Chief for matters concerning wages, hours of work, fringe benefits, working conditions and other conditions of employment.

1.2 Both the City and the Union agree to bargain in good faith on matters for the purpose of collective bargaining.

1.3 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement.

1.4 There shall be no discrimination, interference, restraint, or coercion by the City or the Union against any employee for his activity on behalf of or against, or for his membership or non-membership in the Union.

1.5 Employees covered by this Agreement shall not be required to perform the work or duties of any other city employee or within the work jurisdiction of any AFL-CIO trade union, except as temporarily required because of an emergency situation.

1.6 During the term of this Agreement, the City shall not contract-out or subcontract any work performed by employees covered by this Agreement.

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ARTICLE 2

MANAGEMENT RIGHTS

2.1 For purposes of this Article, the term "City" includes the Mayor, City Council, Fire Chief, and Board of Fire and Police Commissioners.

2.2 It is understood and agreed that the City possesses the sole right and authority to operate and direct the firefighters of the Fire Department in 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. These rights include, but are not limited to:

(a) The right to determine its mission, policies, and to set forth all standards of services offered to the public;

(b) To plan, direct, control and determine the operations or services to be conducted by employees of the City;

(c) To determine the methods, means, number of personnel needed to carry out the department's mission;

(d) To direct the working forces;

(e) To hire and assign or to transfer employees within the department;

(f) To promote, suspend, discipline or discharge for just cause;

(g) To schedule and assign work;

(h) To establish work and productivity standards;

(i) To assign overtime;

(j) To lay off employees due to lack of funds;

(k) To make, publish and enforce department rules and regulations not inconsistent with the terms of this Agreement;

(l) To introduce new or improved methods, equipment or facilities;

(m) To take any and all actions as may be necessary to carry out the mission of the City and the Fire Department in situations of existing fires or civil emergency, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes as may be declared by the Mayor, Fire Chief, or Deputy Chief. The provisions of this Agreement may be suspended by the Mayor or Fire Chief during the time of the declared emergency, provided wage rates and monetary fringe benefits shall not be suspended. No right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

2.3 The Mayor and City Council have the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.

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ARTICLE 3

UNION BUSINESS

3.1 NEGOTIATION The members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of this Memorandum of Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

3.2 GRIEVANCES The members of the Union grievance committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances when such meetings take place at a time during which such member is scheduled to be on duty. The Union agrees that no more than three (3) Union representatives will process grievances with the City.

3.3 UNION MEETINGS It is further agreed to allow regular monthly or special Union meetings at Central Fire Station, if the Fire Chief reasonably determines that the weather conditions permit, and so long as the duration of such meetings do not interfere with the scheduled routine of the Fire Department. In the event of an emergency call, the duty shift will respond on such alarms from Central in the normal manner as been done in the past.

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ARTICLE 4

CHECK-OFF

4.1 PROCEDURE Upon request of a signed authorization from an employee in the form set forth in Appendix A, attached hereto and made a part hereof, regular monthly uniform dues shall be deducted from such employee's pay, unless the financial officer of the Union notifies the City Comptroller by certified mail, return receipt requested, of the amount of dues to be deducted.

If an employee withdraws from the Union and wishes to revoke the authority to deduct said union dues, he must do so in writing, sent by certified mail, return receipt requested, to the City Comptroller.

Deductions shall be made each payday and shall be promptly remitted to the Union, unless authority to deduct dues is revoked as stated above.

The union is required to notify the City Comptroller by certified mail, return receipt requested, with at least thirty-(30) day's notice, of any change in the amount of uniform union dues to be deducted.

The Union shall refund to the City any amount paid to the Union in error because of the dues provisions.

4.2 FAIR SHARE PAYMENT Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall be set in accordance with law.

4.3 INDEMNIFICATION The Union hereby indemnifies the City from any and all liability that may arise from the negligent act or omission of the Union or its authorized representatives with regard to compliance with the provisions of this Article IV.

4.4 REFUND OF SALARY Any salary or portion thereof due to an employee, other than authorized withholdings, shall be returned upon the employee's retirement or other ceasing of employment.

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ARTICLE 5

SENIORITY

5.1 DEFINITION The seniority of employees covered by this Agreement shall be based upon their length of service with the Quincy Fire Department since their first date of hire. Seniority shall not be considered interrupted because of absence due to bona fide illness or injury as long as the employee remains employed by the City, or while on authorized leave.

In the event that an employee is laid off or accepts a disability pension which is later terminated and the employee returns to Quincy Fire Department active service, the employee shall be entitled to his accumulated seniority at the time he was placed on lay-off or pension. No seniority shall accumulate while an employee is on a disability pension, lay-off, strike, or while on a personal leave of absence without pay.

5.2 SAME DAY HIRES/PROMOTIONS If more than one person is hired/promoted on the same day, the person occupying the highest position on the respective hiring/promotional list shall receive seniority preference.

5.3 LAY-OFF AND RECALL Seniority shall prevail with regard to all lay-offs and recall. In the event of an actual economic necessity, whereby the City is forced to reduce the force of Firefighters, employees with the least seniority shall be laid off first. An employee laid off shall be replaced in his classification by the least senior employee in the next higher classification. Employees who are laid off shall have their names placed on a re-employment list in the reverse order of the dates of lay-off and shall be rehired according to said list. The City shall rehire all employees from said list prior to hiring any person from outside said list. Employees may be required to submit to an examination by physicians of both the Board of Fire and Police Commission and the Fire Pension Board to determine his physical fitness prior to re-employment.

5.4 TERMINATION OF SENIORITY The seniority and employment relationship shall be terminated when an employee:

a) Quits/resigns;
b) Is discharged for just cause
c) Retires, or is retired as outlined in Section 5.1 above;
d) Is laid off and fails to notify the City of acceptance of the position within thirty (30) calendar days of notice and/or fails to report to work as requested in the notice of callback; provided further that the notice of recall shall be sent by certified mail and said time limits shall be computed from the date of actual receipt thereof, as stated in Chapter 11.614 of the Quincy City Code, 1980;

e) Is absent for more than (4) calendar days of last scheduled work

day without notifying the Fire Chief's designate of his reason for absence, unless he can show just cause of circumstances beyond his control.

f) He fails to return to work at the end of a disciplinary lay-off unless the employee can show just cause of circumstances beyond his control.

5.5 SELECTION OF VACATIONS For the purpose of selecting vacations:

a) Officers: Highest rank/time in rank
   1) Captains shall select first;
   2) Lieutenants shall select according to time in rank

b) Firefighters: Seniority with the Fire Department. Selection shall begin with the firefighter having the most seniority.

5.6 DEMOTIONS Should the City find it necessary to demote any officer, said officer shall return to his previous rank with no loss of seniority.

5.7 PROBATIONARY FIREFIGHTERS All new employees shall be considered probationary employees until they complete a probationary period of one (1) year. The probationary period is to be used to test further the ability of the employee to perform required duties of the position successfully. If the employee fails to meet the Required Standards of performance, he may be dismissed.

The Required Standards are defined as including:

- Employee monthly evaluation reports
- Fire department rules and regulations
- Fire and Police Commission rules and regulations
- Successful completion of the State of Illinois Firefighter II course within the
- prescribed time limits set.

5.8 FURLOUGHS Should an employee be reduced in rank or removed from an engineer position due to no fault of the employee, said employee shall be considered as furloughed from that position and will be reinstated in said rank or position upon the creation of an opening in said rank or position (regardless of time period that said employee is furloughed).

5.9 FURLOUGHS CREATED BY REDUCTION IN APPARATUS During the course of the period that engineers and officers are furloughed due to the reduction of apparatus during the year 2010, the language in Article 29.2 will not apply until the furloughed engineers and officers are reinstated into rank or position. After the furloughed engineers are reinstated in position, openings in engineer positions will be filled according to department seniority. Upon the reinstatement of all furloughed officers, this article (Article 5.9) will be invalid and removed.

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ARTICLE 6

GRIEVANCE PROCEDURE

6.1 DEFINITION A grievance is a dispute raised by employee or by a group of employees covered by this Agreement, involving the meaning, interpretation or application of the Agreement or as to some dispute concerning wages, hours of work or conditions of employment. Any employee having a grievance will take it up with the Executive (21) calendar days of when the employee knows or should have known of the event leading to the grievance.

6.2 NEGOTIATION IMPASSE The provisions of this Article and the terms of this Agreement shall not apply to negotiation impasses.

6.3 PROCEDURE A grievance shall be processed in the following manner:

Step 1. If a grievance does exist, within ten (10) calendar days of Executive Board notification, the Executive Board shall reduce the grievance to writing on the approved form (herein included as Appendix B), with a full statement of particulars, signed by the Grievance Committee and/or the aggrieved employee and submitted to the Fire Chief for adjustment. The Fire Chief shall respond in writing to the Union Grievance Committee on the approved form (herein included as Appendix C) within ten (10) calendar days. In the event the Fire Chief is absent or otherwise not available, the grievance shall be served on the person acting in the capacity of the Fire Chief for adjustment.

Step 2. If the grievance has not been settled in Step (1) and the Union desires to appeal, it shall then be submitted to the Mayor for adjustment within ten (10) calendar days of receipt of the Fire Chief's reply. The Mayor shall respond in writing to the Union Grievance Committee on approved form (herein included as Appendix C) within ten (10) calendar days.

Step 3 Should the Union feel that the grievance was not satisfactorily settled at Step (2), the grievance shall, within ten (10) calendar days, be presented to an arbitration committee consisting of one (1) member designated by the Union and one (1) member designated by the Mayor. These two (2) arbitrators so selected shall meet within ten (10) calendar days and settle the grievance. If the two (2) arbitrators cannot reach agreement on the dispute, the Union and the City shall jointly request the Federal Mediation and Conciliation Service to supply a panel of nine (9) arbitrators. Upon receipt of said panel, the City and the Union shall have the right to strike one (1) name at a time from the panel of arbitrators, with the order of striking as to the first grievance filed hereunder to be determined by coin toss; the order shall alternate thereafter on succeeding grievances. The remaining name shall be the arbitrator. The entire striking process shall be completed within ten (10) days of mutual receipt of the panel, weekends and holidays excluded. The decision reached under arbitration shall be final and binding on both parties. The fee and expenses of third arbitrator and hearing room shall be divided equally between the Union and the City. Each party shall bear the expense of its own

representatives and witnesses. All such hearings shall take place in the City of Quincy unless the parties mutually agree otherwise.

6.4 FAILURE TO RESPOND If a grievance is not appealed by the Union from one step to the next in the above procedure Step 1 and 2 within ten (10) calendar days of receipt of the City's respective answer, it shall be deemed settled as per the City's last response and waived. If the City does not answer within the time limits set forth for any one Step, the grievance shall be deemed to have been denied and the Union may proceed to the next step.

6.5 TIME EXTENSIONS During the time frame allotted each step, one or more meetings may be held by mutual consent of the employee, Executive Board, and the City in order to come to a satisfactory adjustment. Additional time may be granted for any or all the steps by mutual consent of all parties involved in the grievance. Such time extensions shall be for the purpose of holding meetings or fact finding purposes when the time allotted limits such procedures to the extent that a fair and accurate appraisal cannot be made.

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ARTICLE 7

WORK WEEK

7.1 TOURS OF DUTY Tours of Duty of firefighters assigned to fire suppression shall be twenty-four (24) consecutive hours commencing at 0700 hours on one day and ending at 0700 on the following day, with forty-eight (48) consecutive hours off duty, except in the cause of emergency call-in, holdover, or filling other vacancies as per terms of this agreement. Tours of duty of firefighters assigned to the Fire Prevention Bureau and to the administrative staff of the Fire Chief shall be eight (8) hours per day, Monday through Friday, commencing at 0800 hours. Temporary adjustments to the tour of duty of the Fire Prevention Bureau and the administrative staff may be made at the discretion of the Fire Chief.

7.2 KELLY DAYS The average work week for employees assigned to twenty-four (24) hour shifts shall be reduced to an annual weekly average of 52.88 hours by scheduling employees off on a "Kelly Day" every eighteen (18) work shifts. The parties recognize this practice eliminates any FLSA liability for the City. Scheduling of the initial "Kelly Day" on any shift shall be done by department seniority.

The City shall establish an individual 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 27th day of the cycle. Each employee's work cycle shall be established so that the employee's "Kelly Day" (18th shift) falls on the shift starting at 7:00 a.m. on the 27th day of his or her work cycle and ends at 7:00 a.m. on the first day of the succeeding work cycle.

Firefighters attending training, seminars, classes, etc., required by the department shall receive compensatory time for any lost "Kelly Day" hours.

Firefighters requesting to attend training, seminars, classes, etc., not required by the department shall be compensated in accordance with department policy for their "Kelly Day".

Firefighters assigned to a 40 hour work week will not receive "Kelly Days".

7.3 EXCHANGING KELLY DAYS "Kelly Days" may be traded between employees assigned to the same shift according to the same department guidelines currently established. Such trades are voluntary between employees and shall be considered a duty trade for the purposes of FLSA overtime. No FLSA liability for the City shall be created. Repayment of the time traded shall be the sole responsibility of the employee.

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ARTICLE 8

DESIGNATED OFFICER

8.1 COMPENSATION Any qualified firefighter or officer will receive Designated Officer pay when he/she accepts the responsibilities of a position or rank above that which he/she normally holds, except for the Officer position assigned to the Quincy Municipal Airport. He/she shall be paid at the hourly rate for that position or rank while so acting. In order for a firefighter to qualify for the pay differential between his pay and that of the next higher rank including Lieutenant, Captain or Assistant Chief, he must:

1. Have his name on the shift's Designated Officer's list or the current Board of Police and Fire Commissioner's Promotion List;
2. Accept all the responsibilities and duties of the position or rank he is accepting;
3. Be assigned to the vehicle and station of the position or rank he is accepting.

A Designated Officer will be paid when a position above that which he/she normally holds is vacant due to:

1. An individual being on approved or unpaid leave;
2. Disciplinary action resulting in suspension of a Lieutenant, Captain or Assistant Chief;
3. Subpoenas;
4. Lieutenant, Captain or Assistant Chief off as a result of an injury or illness (work related or not);
5. An officer responding with the Rescue squad outside the jurisdiction of the Quincy Fire Department;
6. An officer attending a seminar, workshop, or other type of authorized training outside the jurisdiction of the Quincy Fire Department, other than the Quincy Municipal Airport, or when he/she is attending clinical training as part of the EMT-P Certification or is not available for first response.
7. Designated Officer will be assigned but will not be paid when filling in for any Officer who is available for first response.

8.2 FILLING VACANCIES Each Assistant Chief shall create a list of qualified personnel, excluding firefighters with less than three years of service, entitled "Designated Officers". Such list shall be constructed in order of seniority and shall be used in selecting the employee(s) to fill Officer vacancies on that shift. Employees on the shift with the vacancy who are on such list shall be used in a fair and equitable manner.

Officer vacancies that have a duration of twenty-four (24) hours or less may be filled by employees not on the Designated Officer list provided those employees have three (3) or more years of service. The Fire Chief may take equipment out of service and reassign all remaining personnel in lieu of assigning a Designated Officer.

In the event a vacancy has, or can reasonably expect to have, a duration of fifteen (15) or more calendar days, The current "Promotion List" shall be used to fill the vacancy.

Eligible candidates for promotion on the shift with the vacancy shall be given priority in filling these extended vacancies in increments of thirty (30) calendar days. This rotation amongst eligible candidates on the shift shall continue until the officer returns to duty or the Board of Fire and Police Commission makes a promotion to fill the vacancy. In the event such extended vacancy can not be filled from the "Promotion List", it will be filled by reverting to the regular " Designated Officers List" as outlined above. In all cases, the most recent "Promotion List" shall be considered current.

Any vacancy in the Assistant Chief position shall be filled by the shift captain or in his absence, from those lieutenants on that shift in a fair and equitable rotating manner.

8.3 RIGHT OF REFUSAL Employee's who have not placed themselves on either a "Promotional List" or "Designated Officer List" shall not be required to accept the responsibilities or carry out the duties of a position or rank above that which they normally hold. In addition, a firefighter may request that his name be stricken from any "Designated Officers List" at any time. Two exceptionis apply to this rule, first an employee may not refuse the assignment of any responsibility including those of the rank above within an emergency situation (emergency is defined as operations at an emergency scene). Additionally, the fire department reserves the right to assign any qualified employee to the position of Acting Officer for up to one hour in order to keep an engine company on line while arrangements are being made for an Acting Officer to be transferred to a station or the hire back of an officer.

8.4 TEMPORARY LANGUAGE FOR FILLING OF VACANCIES - Upon implementation of the apparatus consolidation plan, scheduled to go into effect on or around September 1, 2010, the language in 8.2 will only apply when there is not a floating or furloughed lieutenant on duty during the time the vacancy occurs.

The language in this section will exist only as long as there are floating or furloughed lieutenants as a result of the apparatus consolidation plan. When the last floating lieutenant is placed back into his position, section 8.4 of this agreement will be considered void.

As the most senior floating lieutenant is moved into a permanent position, the most senior furloughed lieutenant will move into the least senior floating lieutenant's position.

A furloughed officer will not have the right of refusal. Twice per year, on or about May 1 and November 1, the furloughed officer will be asked if he is interested in accepting all acting officer pay opportunities. If he indicates he is not, he will be placed into a rotation with all other acting officers and subject to the same rules as the other acting officers.

When the last furloughed lieutenant is moved into a floating lieutenant position, the furloughed lieutenant language will be considered terminated. When the last floating lieutenant is moved into a permanent lieutenant position, the floating lieutenant language will be considered terminated.

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ARTICLE 9

LEAVES OF ABSENCE

9.1 SICK LEAVE All employees shall receive sick days at 1 1/2 calendar days of sick leave per month of service.

Accumulated sick days shall be compensated at the time of retirement and/or resignation after five (5) years of continuous service at the employees individual hourly rate. Any accumulated sick days over ninety (90) days shall be compensated at the end of the current fiscal year at the individual's hourly salary. The City shall pay the appropriate amounts to eligible employees following the commencement of each fiscal year, as soon as funding is available, but no later than five (5) working days after the City receives its first installment of property tax revenues from the County. The City will have the checks prepared immediately upon funding becoming available. Any sick leave must be due to a bona fide sickness, illness or injury and any such sickness, illness or injury extending to four (4) calendar days or more must be substantiated by a written statement from a doctor or dentist, as the case may be.

To the extent permitted by law, the employee shall use and the City shall count all accumulated paid leave as part of FMLA leave time. There shall be no pyramiding of paid leave or unpaid time off.

9.2 MILITARY LEAVE Military leave shall be granted in accordance with applicable law. An employee who is a member of a reserve unit of the Armed Forces of the United States will be granted leave for annual training sessions, provided that notice is given not less than thirty (30) calendar days before the first day of absence. During annual training, the City will provide that portion of the employee's salary not paid by the reserve unit. Leave with pay herein for annual training sessions shall not exceed fifteen (15) calendar days.

9.3 EMERGENCY LEAVE Leave with pay shall be granted by the Chief, or in his absence by the Deputy Chief or the Assistant Chief in charge, to employees in the event of an emergency situation. Personal matters that are non-emergency in nature will not be considered for emergency leave. Such leave shall be limited to twenty-four (24) duty hours per year (unless good cause can be shown). The City agrees not to arbitrarily deny request for emergency leave upon proof of emergency.

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9.4 BEREAVEMENT OR COMPASSIONATE LEAVE An employee shall receive 48 hours of consecutive time off with pay in the event of a death in the employee's immediate family, which shall be limited to spouse, child, parent (including foster parents, step parents, foster child, or step child), or any other blood relative living under the same roof as the employee.

Twenty-four (24) duty hours leave with pay shall be granted to employees in the event of a death in the employee's family so that the employee may attend the funeral of a son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, spouse's grandparents, great-grandparents, spouse's great grandparents or grandchildren.

9.5 JURY DUTY LEAVE Employees shall receive time off from work with full pay to serve on jury duty. The employee shall notify the Fire Chief or his designee of such jury duty which occurs during such time as they would have been on duty. Employees serving on jury duty shall be paid at their straight time hourly rate. Any pay received by an employee for serving on jury duty during hours which they would normally be working shall be turned over to the City Treasurer. If jury duty ends prior to the completion of his work shift the employee shall return to his duty station, unless otherwise directed by the court.

9.6 SUBPOENAS Employees receiving a subpoena shall receive time off from work as required by the subpoena. The employee shall notify the Fire Chief or his designee of any conflict with normal working hours. Employees shall be paid their straight time hourly rate of pay while complying with a subpoena relating to Fire Department business. Any pay received by an employee for complying with the subpoena during hours which they would normally be working shall be turned over to the City Treasurer if they are receiving pay from the City. The City will not owe any pay for non-Fire Department related subpoenas.

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ARTICLE10

VACATIONS

10.1 FIFTY-TWO (52.88) HOUR PER WEEK EMPLOYEES Employees covered by this section shall receive time off with full pay annually as follows:

All firefighters, at the completion of one (1) year of service, shall receive seven (7) work days off. (Prorated from the end of the first year to the start of the fiscal year.)

All firefighters, at the completion of five (5) years of service, shall receive eight (8) work days off.

All firefighters, at the completion of ten (10) years of service, shall receive nine (9) work days off.

All firefighters, at the completion of thirteen (13) years of service, shall receive ten (10) work days off.

All firefighters, at the completion of eighteen (18) years of service, shall receive eleven (11) work days off.

All firefighters, at the completion of twenty (20) years of service, shall receive twelve (12) work days off.

10.2 FORTY (40) HOUR PER WEEK EMPLOYEES Employees covered by this section shall receive time off with pay annually as follows:

All firefighters, at the completion of one (1) year of service, shall receive fifteen (15) work days off.

All firefighters, at the completion of five (5) years of service, shall receive seventeen (17) work days off.

All firefighters, at the completion of ten (10) years of service, shall receive twenty (20) work days off.

All firefighters, at the completion of thirteen (13) years of service, shall receive twenty-two (22) work days off.

All firefighters, at the completion of eighteen (18) years of service, shall receive twenty-four (24) work days off.

All firefighters, at the completion of twenty (20) years of service, shall receive twenty-six (26) work days off.

10.3 CARRYOVER All time off with pay awarded under this Article X shall be taken during the City's fiscal year, except no employee shall be required to use any vacation during any period they are off with a job related illness or injury. Any vacation scheduled during such time shall be rescheduled during the fiscal year whenever possible. If reschedule is not possible, the vacation days so affected shall either be bought back from the employee at his base rate of pay or carried over into the next fiscal year and rescheduled after the regular vacation scheduling has been completed.

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10.4 HOLIDAYS DURING VACATION If a holiday(s) occurs during a forty (40) hour employee's vacation, the employee shall not be charged for a vacation day for any such day(s).

10.5 TIME OFF SLOTS During initial vacation picks, the Union is guaranteed three time off slots (slots #1, #2 and #3). During initial personal time picks the Union is guaranteed access to four slots (slots #1, #2, #3 and #5).

Time off slots available other than during initial vacation/personal time picks shall be as follows:

* Membership shall have three (3) guaranteed time off slots available for vacation days, personal time or comp time. (Ten day rule will apply to any time less than 24 hours at the discretions of the shift commander.)
* The 4th and 5th slots shall be Kelly Day and/or "day of" time off slots.
* Any additional slots above the minimum manning level of the shift shall be considered to be a "day of" slot.
* "Day of" slots are available based upon manpower at the discretion of the shift commander.

Time off slots are a condition of bargaining.

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ARTICLE 11

HOLIDAYS

11.1 HOLIDAY PAY SCHEDULE All bargaining unit employees shall receive forty-two and one half (42.5) hours of holiday pay at the same time as accumulated sick pay each year and forty-two and one half (42.5) hours of holiday pay at the same time as educational reimbursement each year. New employees shall receive compensation prorated, depending on date of hire.

11.2 PROBATIONARY FIREFIGHTERS Probationary firefighters, after the completion of six (6) months of continuous service, but prior to the completion of one (1) year of continuous service, shall receive three (3) work days off.

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ARTICLE 12

REGULAR OVERTIME PAY

12.1 REGULAR OVERTIME An employee who works in excess of his assigned work day for reasons of lack of personnel, sickness, or other unforeseen condition (except those covered in Article XIII), shall be considered as working regular overtime.

12.2 RATE OF COMPENSATION FOR REGULAR OVERTIME An employee who works regular overtime shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay, or compensatory time at one and one-half (1 1/2) times the hours worked, subject to Section 12.4 herein.

12.3 EMERGENCY HOLD-OVER Employees who are held over beyond their normal shift ending time shall be paid regular overtime pay until 0800 hours, after which they shall be paid according to the provisions of Article XIII (Emergency Call-In Time). Such employees shall not be deemed to have been released to leave work until they have returned to their duty station and have clocked out.

12.4 FORTY (40) HOUR PER WEEK EMPLOYEES Employees who work a forty (40) hour week shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay, or compensatory time at one and one-half (1 1/2) times the hours worked, for the work in excess of their normal duty hours.

12.5 NO PYRAMIDING Except as provided in Section 12.3 above, under any provision of this agreement, compensation shall not be paid (or compensatory time taken) more than once for the same hours.

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ARTICLE 13

EMERGENCY CALL-IN TIME

13.1 DEFINITION An emergency call-in is defined as the summoning by the City, through the Fire Chief or his designee for an existing emergency or any extreme civil emergency or catastrophe. Employees so summoned shall report as ordered and shall be compensated as listed below. All emergency call-in events will constitute a 2-hour minimum.

13.2 COMPENSATION An employee working emergency call-in shall be paid two (2) hours of double (2) pay for any portion of the first two (2) hours from the time of call-in and time and a half (1 1/2) for exact time worked thereafter, with regard to each respective call-in. The official call-in time for each employee shall be the time recorded on the call-in roster by the dispatcher at the time the employee was contacted.

13.3 END OF CALL-IN An emergency call-in of an off-duty employee shall be deemed to have ceased when the employee is released to leave work, (except as provided for in Article XII, 12.3), or when his normal tour of duty begins.

13.4 AUTHORITY The authority to declare an emergency call-in shall be with the Incident Commander.

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ARTICLE 14

PERSONAL TIME

14.1 After completion of one (1) year of continuous service, each firefighter shall receive forty-eight (48) hours of personal time off per year, based on the City's fiscal year calendar. Scheduling of personal time shall be at the request of the firefighter with the approval of the Fire Chief, and subject to manpower availability. Personal time may be taken on an hourly basis after a eight (8) hour minimum. Personal time shall not be cumulative, and cannot be carried into a subsequent year.

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ARTICLE 15

EXCHANGING TOURS OF DUTY

15.1 EQUAL RANKS The Fire Chief, or his designee, may, at his discretion, grant the request of any two (2) employees of an equal rank (Firefighter, Lieutenant, Captain, Assistant Chief, etc.) to exchange tours of duty or days off. Such a request shall not be arbitrarily denied.

15.2 UNEQUAL RANKS The Fire Chief or Deputy Chief must approve all requests of employees not of equal rank in order for them to exchange tours of duty.

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ARTICLE 16

REPLACING PERSONAL BELONGINGS

16.1 The City agrees to replace or repair within reason lost or damaged personal property limited to dentures, eye wear (other than sunglasses), hearing aids, wedding rings and wrist watches which have been damaged or destroyed while such employee is acting in the performance of his duty; provided, however, the City may require proof of value and/or damage or loss and/or ownership. A reasonable amount of compensation shall be agreed upon between the employee and the City in each case, except that the maximum dollar limitation shall be two hundred fifty dollars ($250) for eyeglass frames and seventy-five dollars ($75.00) for wristwatches. Personal property loss reimbursements shall be limited to the amount of five hundred dollars ($500) per year per employee.

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ARTICLE 17

CLOTHING

17.1 ALLOWANCE The City will furnish, repair or replace, and clean all required uniform items at no expense to the firefighter. All associated uniform accessories as required or specified by the Fire Chief will also be provided at no expense to the firefighter.

The City will furnish or replace up to two (2) pairs of authorized work out shorts, one (1) pair of sweat pants and up to five (5) authorized T-shirts.

17.2 REPAIR OF BUNKER GEAR The City agrees to repair or replace bunker gear in exchange for the bunker gear damaged or lost in the line of duty, with bunker gear made of "Nomex" or of equal or better quality than "Nomex". When the bunker gear is replaced, the damaged article shall be turned into the City.

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ARTICLE 18

INSURANCE

18.1 CITY CONTRIBUTIONS All bargaining unit employees will be offered the City's group insurance program beginning the first of the month following six(6) months of service. If the employee elects and qualifies, the City will pay the full cost of employee coverage for personal health and dental insurance.

If the employee elects dependent coverage, and qualifies, then the employee will pay one half (1/2) of the full cost of the health and dental coverage.

In the event the Employer determines that it is necessary to exercise its management rights and change the level of benefits, the Employer agree that, in exchange for the above-referenced cost sharing agreement:

- No changes will be made without sixty (60) days prior written notice to the Union.
- Should the Union notify the Employer of its desire to bargain over the impact of the benefit changes, the parties will commence bargaining as soon as possible.

In the event the Employer wishes to exercise its prerogative to change carriers a representative of the Union will be invited to participate in discussions with the appropriate City representatives prior to implementation of the decisions to change carriers.

18.2 RETIREMENT Any employee covered by this Agreement will be offered continued coverage under the same health insurance plan provided by the City for its active employees, provided that the retiree shall pay the premium costs for personal coverage pursuant to the following program.

Should the retired employee elect dependent coverage he/she shall pay all of the premium required for such coverage.

If an employee retirees and accepts employment at any time that offers another health plan for which the retiree qualifies, the retired employee must enroll in the new plan. The City's policy will then become the secondary provider.

For the purposes of this Article, an employee shall be considered a retiree when that employee satisfies all of the following criteria:

A. Voluntarily terminates his/her employment with the City and leaves in good standing and not as a result of a "just cause discharge."
B. Meets the following requirements at the time of his /her termination of employment in accordance with clause A next above:
    1. Must have participated a minimum of twenty (20) years in the Firefighters pension Fund program;
    2. Must be no younger than one (1) week short of his or her fiftieth (50) birthday.

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18.3 INSURANCE COMMITTEE The City and Union agree to participate in an insurance committee established to review ways and means of controlling or reducing health insurance costs. The Insurance Committee may make recommendations to the City Council for changes in health care coverage that are intended to reduce or minimize increases in health care premiums. One representative from the bargaining unit, along with two (2) management representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds (2/3) majority of those representatives identified in this section. All changes remain subject to approval by the City Council. Any savings generated by plan changes that are enacted through the work of the committee following execution of this Agreement shall result in a proportionate decrease in premium costs.

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Article 19

SALARIES

19.1 BASE SALARIES The base salaries for all ranks/positions covered by this agreement shall be as shown in the following tables. These salaries include the agreed to salary raises of 2% for 2011-2012, 2.5% for 2012-2013, and 3% for the 2013-2014 contract year.

19.2 LONGEVITY PAY Longevity pay increases shall be added to the base salaries for all ranks and positions covered by this agreement as shown

START OF YEAR 10	**2%,**
START OF YEAR 15	**4%**
START OF YEAR 23	**10%**

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2011/2012
2%

PROBATIONARY	$38,592.48
START OF 2nd YR	$40,985.83
START OF 4TH YR	$45,784.83
START OF 6TH YR	$52,402.77
START OF 10TH YR	$53,450.83
START OF 15TH YR	$54,498.88
START OF 23RD YR	$57,643.05
ENGINEER	$53,700.07
ENGINEER-START OF 10TH YR	$54,774.07
ENGINEER-START OF 15TH YR	$55,848.07
ENGINEER-START OF 23RD YR	$59,070.08
LIEUTENANT	$58,039.68
LIEUTENANT-START OF 10TH YR	$59,200.47
LIEUTENANT-START OF 15TH YR	$60,361.27
LIEUTENANT-START OF 23RD YR	$63,843.66
FIRE PREVENTION	$58,367.46
FIRE PREV OFF-START OF 10TH YR	$59,534.88
FIRE PREV OFF-START OF 15TH YR	$60,702.16
FIRE PREV OFF-START OF 23RD YR	$64,204.21
CAPTAIN	$60,976.17
CAPTAIN-START OF 10TH YR	$62,195.69
CAPTAIN START OF 15TH YR	$63,415.22
CAPTAIN START OF 23RD YR	$67,073.79

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2012/2013
2 ½ %

PROBATIONARY	$39,557.29
START OF 2nd YR	$42,010.48
START OF 4TH YR	$46,929.45
START OF 6TH YR	$53,712.83
START OF 10TH YR	$54,787.10
START OF 15TH YR	$55,861.35
START OF 23RD YR	$59,084.12
ENGINEER	$55,042.57
ENGINEER-START OF 10TH YR	$56,143.42
ENGINEER-START OF 15TH YR	$57,244.27
ENGINEER-START OF 23RD YR	$60,546.83
LIEUTENANT	$59,490.68
LIEUTENANT-START OF 10TH YR	$60,680.49
LIEUTENANT-START OF 15TH YR	$61,870.31
LIEUTENANT-START OF 23RD YR	$65,439.75
FIRE PREVENTION	$59,826.65
FIRE PREV OFF-START OF 10TH YR	$61,023.25
FIRE PREV OFF-START OF 15TH YR	$62,219.71
FIRE PREV OFF-START OF 23RD YR	$65,809.31
CAPTAIN	$62,500.58
CAPTAIN-START OF 10TH YR	$63,750.59
CAPTAIN START OF 15TH YR	$65,000.60
CAPTAIN START OF 23RD YR	$68,750.64

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2013/2014
3 %

PROBATIONARY	$40,744.01
START OF 2nd YR	$43,270.79
START OF 4TH YR	$48,337.34
START OF 6TH YR	$55,324.22
START OF 10TH YR	$56,430.71
START OF 15TH YR	$57,537.19
START OF 23RD YR	$60,856.65
ENGINEER	$56,693.85
ENGINEER-START OF 10TH YR	$57,827.73
ENGINEER-START OF 15TH YR	$58,961.60
ENGINEER-START OF 23RD YR	$62,363.23
LIEUTENANT	$61,275.40
LIEUTENANT-START OF 10TH YR	$62,500.90
LIEUTENANT-START OF 15TH YR	$63,726.42
LIEUTENANT-START OF 23RD YR	$67,402.94
FIRE PREVENTION	$61.621.45
FIRE PREV OFF-START OF 10TH YR	$62,853.95
FIRE PREV OFF-START OF 15TH YR	$64,086.30
FIRE PREV OFF-START OF 23RD YR	$67,783.59
CAPTAIN	$64,375.59
CAPTAIN-START OF 10TH YR	$65,663.10
CAPTAIN START OF 15TH YR	$66,950.61
CAPTAIN START OF 23RD YR	$70,813.16

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ARTICLE 20

HEALTH AND WELFARE

20.1 MEDICAL EVALUATION All employees using SCBA shall be medically evaluated as required in 29 CFR 1910.134 (b) (10) except that follow-up medical examinations shall be conducted every three (3) years for employees below age thirty-five (35); every two (2) years for employees up to age forty-five (45); and annually thereafter, to determine the physical condition of all employees and their fitness to continue as active firefighters. Such medical examinations shall be given at no cost to the employees.

20.2 ADDITIONAL TREATMENT This provision is intended to provide for free medical evaluations for all employees. The City will pay for the medical examination and those test that are required to assist the doctor in determining the employee's physical capability to perform the duties of a firefighter. Expenses arising after such determination will be covered under the City's hospital insurance plan, with the firefighter responsible for any costs not covered.

20.3 RESULTS The City's examining physician will recommend a reasonable time period for the employee to contact their personal physician to correct any temporary physical impairment.

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ARTICLE 21

WELLNESS PROGRAM

21.1 PURPOSE It shall be the intent of the Quincy Fire Department and Local 63 to provide assistance to individual employees in obtaining and maintaining improved health, physical fitness, and stamina. Every firefighter shall be required to attend one annual assessment with the fitness advisor to determine their level of fitness. The wellness program is designed to be remedial and not punitive. The program will replace the Annual Essential Job Functions Test.

21.2 GOALS The goal of the Quincy Fire Department and Firefighters Local 63 is to assist in reducing job related injuries while at the same time providing remedial support programs to improve a firefighters health and welfare.

21.3 REMEDIAL AND SUPPORT PROGRAMS It shall be the policy of the City of Quincy to provide remedial support, such as nutritional weight loss programs, smoking cessation programs, stress reduction programs, and other similar programs through the city's Employee Assistance Program. Additional remedial support plans will be provided according to Section 21.9 of this document.

21.4 PHYSICAL FITNESS ADVISOR/COORDINATOR The physical fitness advisors/coordinators (advisor) shall conduct an annual fitness assessment one time a year. Assessments shall include, but not be limited to, recording of vitals, body fat measurement, cardiovascular output, and personal goal evaluation. The coordinator/advisors will inspect workout equipment for safety and suitability and make suggestions for improvement and/or acquisition. Advisory assessments by the fitness advisor shall be conducted twice a year.

21.5 EXERCISE EQUIPMENT Exercise equipment will be provided for employee's use while on duty. All equipment shall be selected for the safety of the users and will be maintained in a safe operating condition. Equipment may include, but not be limited to:

Barbells, dumbbells or Universal Sets, sit-up bench, exercise bikes, stationary bikes, stair machines, treadmills, weight benches, and dumbbell set with bench.

21.6 PARTICIPATION Participation in the annual fitness assessment shall be mandatory. Each employee shall be given time to attend the annual fitness assessment on duty. Advisor(s) will also discuss individual specific goals with firefighters and set up fitness programs and diets geared toward those goals. Advisory assessments conducted throughout the year will not be compulsory for off duty personnel but are intended to aid the firefighter in obtaining his goal. They will also provide proper training on how to use the exercise equipment and specific exercises to help the firefighter reach his goal.

Firefighters may also participate in remedial support programs as provided through the City's Human Resource Director.

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21.7 REHABILITATION Employees injured on duty while participating in the use of departmentally approved exercise equipment shall be deemed to have suffered an on duty injury and shall be covered by the City's workers compensation insurance. An injured employee may continue to participate in the program on limited basis with the approval of the fire department physician. Those employees with existing physical or medical conditions or off duty injuries may also participate on a limited basis with the approval of the fire department physician.

21.8 LEVEL OF FITNESS All firefighters are required to maintain a level of fitness that will allow them to perform all tasks related to firefighting. Level of fitness will based on the three (3) minute step test heart rate per age group as determined by agreement between Local 63 and the City of Quincy. See attached table for step test criteria.

21.9 FAILURE TO MAINTAIN SUITABLE LEVEL OF FITNESS **Failure to Meet Baseline:** A firefighter whose heart rate indicates a poor fitness level for his age group shall be deemed as having failed to meet baseline. He will then be required to take the Essentials Job Function Test (EJFT). The criteria of the EJFT are outlined in Appendix D.

Failing to Meet EJFT: The EJFT will have a time limit of seven (7) minutes attached to it as a failure threshold. If the firefighter passes the EJFT then he will be allowed to remain on active duty. If he fails to complete the EJFT within the stated time allotment he will be deemed as failing the EJFT.

A firefighter that fails to pass the EJFT shall meet with the Fire Department physician for a medical evaluation to determine his duty status (active or light duty). The City of Quincy agrees to pay for an initial consultation with the FD physician or his designee in order to provide the firefighter with a voluntary rehabilitation program. Subsequent program costs shall be borne by the firefighter. The firefighter will have ninety (90) calendar days to challenge the EJFT a second time. If the firefighter is placed on light duty by the department physician, the firefighter will be allowed two (2) hours per day to prepare for the test while working on light duty. He can challenge the EJFT one (1) time for each thirty (30) calendar day increment within the ninety (90) calendar day time limit. No penalty is assessed to him if he fails the EJFT prior to the ninety (90) calendar day deadline. If the firefighter fails to pass the EJFT within the ninety (90) calendar day limit then he will be deemed as having failed the EJFT a second time.

A firefighter that fails the EJFT for a second time shall immediately be sent to the Fire Department physician for a medical evaluation and placed on sick leave for a maximum of sixty (60) calendar days. The firefighter's sick leave shall be checked to see if sixty (60) calendar days exist on record. Any time short of the sixty (60) calendar days shall be made up with light duty time. During the sixty (60) calendar days, the firefighter may participate in a rehabilitation program as outlined by the physician. If the firefighter fails to pass the EJFT within the sixty (60) calendar day limit he will be deemed as having failed the EJFT a third time.

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A firefighter that fails the EJFT a third time shall remain on sick leave and report to the Fire Department physician for a complete physical evaluation. The Fire Chief shall file a request to the Board of Fire and Police Commissioners requesting a hearing of the employee before the commission. Documentation presented shall include, but not be limited to, the completed medical/physical examination and rehabilitation evaluations and other documents regarding the fitness level of the employee. The Board of Fire and Police Commissioners shall, within one (1) week of the hearing, determine the course of action to be taken which may include discharge from the Quincy Fire Department. The firefighter may choose to appeal the decision as outlined in Article 26.3 of this agreement. The firefighter shall remain on sick leave as long as his sick leave exists, after which, he may use his accumulated vacation, personal, and comp time. Once the firefighter is out of accumulated time, he shall be placed on administrative leave without pay until such time as the Board of Police and Fire Commissioners have made a decision.

Quincy Firefighters Benchmark Data
Three (3) Minute Step Test Benchmarks

Fitness Category	18-25 years	26-35 years	36-45 years	46-55 years	56-65 years	65+ years
Excellent	M <79 W <85	M <81 W <88	M <83 W <90	M <87 W <94	M <86 W <95	M <88 W <90
Good	M 79-89 W 85-98	M 81-89 W 88-99	M 83-96 W 90-102	M 87-97 W 94-104	M 86-97 W 95-104	M 88-96 W 90-102
Average	M 90-116 W 99-126	M90-117 W100-126	M97-119 W103-128	M98-122 W105-126	M98-120 W105-128	M97-120 W103-128
Poor	M117-128 W127-140	M118-128 W127-138	M120-130 W129-140	M123-132 W127-135	M121-129 W129-139	M121-130 W129-134
Very Poor	M >128 W >140	M >128 W >138	M >130 W >140	M >132 W >135	M >129 W >139	M >130 W >134

Vitals Benchmarks
Blood Pressure: 120/80 mm/Hg

- If BP exceeds 140/90 after 3 trials, the test will not continue and be referred to the person's medical provider for further assessment.

Resting Heart Rate: 80 bpm

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ARTICLE 22

EDUCATIONAL REIMBURSEMENT

22.1 COLLEGE COURSES Any employee who takes courses required for an Associate Degree in Fire Science Technology or a Bachelor's Degree emphasizing a fire science curriculum, or other related courses approved by the Fire Chief shall be compensated by the City for an amount equal to the amount charged the employee for tuition and books. The City will pay for one approved course per semester for any education beyond that of an Associate's degree. The employee will be required to notify the Training Division of intent to pursue such coursework no later than October 31st of the prior budget year. This amount shall be paid in advance with the employee reimbursing the City if he fails to meet the requirements below:

If a letter grade is given for course, the following reimbursement schedule shall be followed:

GRADE	% OF REIMBURSEMENT
A, B, & C	0%
Below C	100%

If pass/fail grade is given for a course, and the employee passes the course, no reimbursement shall be given. Should the employee fail to complete and pass a course for any reason, he shall reimburse the City.

22.2 EDUCATIONAL INCENTIVE Employees covered by this agreement shall be compensated for the attainment of specific degree and certifications. Percentage based payments will be based on a sixth (6) year man's salary. Those degrees and certifications and the amount of compensation shall be as follows:

Annual Payments	
Paramedic	4.5 %
Bachelors Degree	0.9 %
Associates Degree	0.6 %
E.M.T.	2%

One Time Payments	
Apparatus Engineer	$200.00
Firefighter III	$250.00

22.3 STATE REIMBURSEMENT TRAINING Until such time as the language in article 8.4 of this collective bargaining agreement is terminated, no members of the collective bargaining unit will be entitled to any state training reimbursement dollars. Fifty (50%) of the money returned to the City of Quincy for reimbursement shall be divided amongst the employees involved in the State Program for that year (the State's previous fiscal year). The only amount that will be shared with the employee will be that which is reimbursed for time invested in taking the approved coursework. The remaining fifty percent (50%) shall be credited to the training division.

22.4 PAYMENT REQUIREMENTS Employees entitled to receive compensation under Section 22.2 must have bestowed or earned (and the City notified) the certification, classification, or educational degree on or before October 31 of the

calendar year in which the compensation is to be paid. Employees entitled to receive compensation under Section 22.1 and/or 22.2 and/or 22.3 shall be paid on or before December 1 of each year.

22.5 AUTHORIZED LEVEL OF PARAMEDICS The number of paramedics authorized for educational incentive pay is fifteen (15). Any firefighter that is a paramedic, or an active paramedic student, upon the signing date of this contract will be grandfathered in for purposes of educational incentive pay.

When the number of paramedics drops below (or can be reasonably determined to be near dropping below) the authorized level, firefighters wishing to take paramedic training will be approved in order of departmental seniority.

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ARTICLE 23

RULES AND REGULATIONS

23.1 The Union agrees that all employees shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. A copy of all Rules and Regulations promulgated by the Fire Chief or his designees shall be provided to each employee.

23.2 The parties agree and understand that Section 4.05 of the Department Rules and Regulations will be administered in a manner consistent with its prior application. The foregoing is not an admission of the validity of Section 4.05 of the Rules and Regulations by the Union, and, the Union and its individual members reserve the right to grieve the validity and application of Section 4.05.

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ARTICLE 24

NON-DISCRIMINATION

24.1 GENDER OF WORDS The masculine gender is used herein shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly inappropriate.

24.2 NON-DISCRIMINATION In accordance with applicable law, the City and Union shall not discriminate against any employee covered by this Agreement because of race, creed, age, color, national origin, sex, martial status, or political affiliation.

24.3 CHOICE OF REMEDIES In the event an employee files a cause of action with the Illinois Department of Human Rights, U.S. Equal Employment Opportunity Commission or any other governmental agency or court of law alleging that the City engaged in act(s) of unlawful discrimination as described in Section 24.2 of this Agreement, neither the employee nor the Union may pursue relief in the form of a grievance under Article VI for the same alleged act(s) of unlawful discrimination.

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ARTICLE 25

PREVAILING RIGHTS

25.1 All rights which have heretofore been in effect which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement, unless changed by mutual consent.

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ARTICLE 26

DISCIPLINE AND DISCHARGE

26.1 No employee covered by this Agreement shall be disciplined without just cause. Discipline in the Department shall be progressive and corrective, designed to improve behavior and not merely punish. When an employee is disciplined by a supervisor, other than the Fire Chief, that employee may appeal such discipline through the Department's chain of command and ultimately to the Fire Chief as provided by Department policy.

26.2 When an employee is disciplined by the Fire Chief or when the Fire Chief upholds discipline imposed by another supervisor, the employee may choose to appeal such discipline to the Board of Fire and Police Commissioners or may grieve such discipline up to and including arbitration should they so desire. It is understood by all parties that an employee's request for a hearing before the Board of Fire and Police Commissioners shall be considered as a waiver of the Union grievance procedures (except as set forth in Section 3) and the filing of a grievance shall be considered as a waiver of an employee's right to a hearing before the Board of Fire and Police Commissioners.

26.3 When an employee is disciplined by the Board of Fire and Police Commissioners, that employee may choose to appeal that decision by grievance to arbitration or to the local Circuit Court as provided by law. It is understood by all parties that an employee's request for petition to Circuit Court shall be considered a waiver of the grievance/arbitration procedure and that a request for arbitration at this point shall be considered a waiver of that employee's right for Circuit Court review. However, the employee shall at all times retain the right to seek review of an arbitration decision pursuant to the Uniform Arbitration Act.

26.4 Nothing in this Article shall be construed as an attempt by either party to limit the power and authority of the Board of Fire and Police Commissioners as granted them by law.

26.5 Nothing in this Article shall be construed as an attempt by either party to limit the employee's rights as granted by any Federal, State, or local law.

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ARTICLE 27

DRUG TESTING

27.1 POLICY STATEMENT The use of drugs in violation of this policy by employees presents 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 employees who serve and protect them obey the law and be fit and free from the adverse effects of drug use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and citizens, a policy is hereby established that will allow the Employer to take the necessary steps, including drug testing, to provide a drug-free workplace.

For the purposes of this policy, the term "drug" shall include drugs, including alcohol, and any other substance, including controlled substances defined by state statue, that affects an employee's performance, perception, judgment, memory, or coordination.

If in the opinion of the Chief or Deputy Chief , or any officer acting in their capacity, an employee's actions constitute reasonable suspicion, he/she shall be tested and immediately suspended with pay pending the results of the test.

Any employee who believes another employee is unfit for duty or impaired shall immediately report the facts and circumstances pertaining to such suspicion to the appropriate supervisor.

Any property belonging to the Employer is subject to inspection at any time without notice as there is no expectation of privacy. Property belonging to the Employer includes , but is not limited to, Employer-owned vehicles , desks, files, storage lockers, work spaces and other equipment and property.

27.2 PROHIBITION As a requirement for employment with the Employer, employees must be free from drug use or abuse. Any statutory defined illegal use of drugs by an employee will not be tolerated.

An employee shall not: be under the influence of, nor consume, nor possess alcohol or controlled substances at any time while on duty; illegally possess, sell, purchase, receive, or deliver any controlled substance; have used drugs during working hours; fail to report to his/her supervisor any adverse side effects of medication or prescription drug which employee is taking, and that such medication or prescription drugs are being taken; report for work or a call-in while impaired by drugs.

27.3 DRUG TESTING In order to help provide a safe work environment and to protect the public by insuring that employees have the physical stamina and emotional stability

to perform their assigned duties , the Employer may require employees to submit to a urinalysis test and/or other appropriate test. Testing may be administered for the following reasons:

1) for probationary employees;
2) reasonable suspicion by a supervisor, including when the Employer has reasonable suspicion to believe that the actions, appearance or conduct of an employee while on duty are indicative of the use of a drug or alcahol, when an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty, when an employee is involved in an on-the-job injury causing reasonable suspicion of drug use or abuse, when an employee is involved in an on-duty accident where there is reasonable suspicion of drug use or abuse, or where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to suspicion of off-duty drug abuse. The aforementioned bases for reasonable suspicion do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to a reasonable-suspicion standard. The standard for reasonable suspicion will be based on relevant case law and arbitration decisions.

The results of any such test shall be given to the Employer. If the Employer learns an employee's test results are positive, the employee will be notified thereafter in a timely manner of the results. "Business Day" is defined as a day on which the city hall is open for routine business, Monday through Friday, from 0830-1630 hours. "Positive test result" shall mean a positive result on both an initial screening and a confirmatory test.

Any employee who fails to submit to a drug test may be presumed to have a positive test result and may be subject to disciplinary action, up to and including dismissal. An employee's submission to testing shall not be construed as a waiver of any objection or rights he/she may have. Any employee who submits to testing and whose results indicate a positive test result of drug use, other than those drugs prescribed by a physician or purchased over the counter and duly reported to the Employer, may be subject to disciplinary actions, up to and including dismissal. An employee shall be afforded reasonable privacy when submitting to testing.

An employee required to be tested pursuant to this Policy will be transported to and from an appropriate collection facility to await completion of the collection procedure.

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

a. employ the services of a clinical laboratory or hospital facility that is or is capable of being accredited by the National Institute of Drug Abuse(NIDA);

b. establish a chain-of-custody procedure for both sample collection and testing that will insure the integrity of the identify of each sample and test result. No employee covered by this Agreement shall be permitted at any time to be the part of such chain of custody;

c. cause a sufficient sample of the same body fluid or material to be collected from an employee to allow for:
   1) initial screening;
   2) a confirmatory test and,
   3) a sufficient amount set aside and reserved for later testing if requested by the employee;

d. collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;

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

f. provide the employee tested with an opportunity to have the third sample, as provided in item c. of this section, tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within forty-eight (48) hours of receiving the results of the confirmatory test, as provided in item e. of this section, and provided the employee complies with item a. of this section, and provided that the sample is transported in the care of the originating testing lab of the employee's choice;

An employee required to undergo a drug test will, upon written request, have access to any records relating to his or her drug tests and any relevant laboratory certification records.

27.4 DISCIPLINE Any statutorily defined illegal use of drugs by an employee while on duty may be grounds for discipline, up to and including termination. Any involvement with drugs by an employee, whether on or off duty, where there is a nexus with or impact on the Employer's legitimate interest in an effective business operation, may result in discipline.

An employee will be permitted the option of taking an unpaid leave of the absence to a date certain, or using his/her accumulated vacation, sick leave, or compensatory time for the purpose of obtaining and successfully completing rehabilitation if he/she either: 1) is aware that he/she uses or abuses drugs and voluntarily admits same by so advising the Department Head, prior to reasonable suspicion; or 2) if he/she tested positive for the first time. This option will be afforded to an employee only once during his/her tenure with the Employer, whether resulting from a positive test result or voluntary admission, unless otherwise agreed by the Employer.

However, the foregoing provisions of this section are conditioned upon the employee's:

a. undergoing appropriate rehabilitation as determined by a qualified professional;

b. permanently discontinuing his/her use of drugs;

c. successfully completing rehabilitation;

d. submitting to random testing during hours of work, with the number of times the employee is tested to be determined solely by the Employer for a period of one
(1) year, or the length of treatment prescribed to the employee under item a.(above), whichever is greater.

Further, this section shall in no way limit discipline for other offenses arising out of, related to, or aggravated by drug use or abuse, including but not limited to discipline and discharge because employee's condition is such that he is unable to properly perform his/her duties due to effects of drugs, or because the employee posed or caused any threat to health and safety of him/herself or others, or because the employee caused damage to property; nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during working hours or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by drug use or abuse, the discipline imposed shall be based on the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or impaired performance (including the risk of damage to life, limb or property), and the employee's service record with Employer.

Any employee who is accused of violating the terms of this policy shall be provided with a hearing, where evidence is presented, before action against the employee becomes final.

27.5 PROHIBITED LEVELS A positive test result of any detectable amount of a controlled substance at or above levels provided herein, is prohibited level at which the employee shall be considered impaired. A positive test result means a finding of the presence of drugs or their metabolites in the sample tested in levels at or above the following levels:

	Initial Test Levels	**Confirmatory Test Levels**
THC Metabolite (marijuana)	15 ng/ml	15 ng/ml
Alcohol	.02 percent blood alcohol content	.02 percent blood alcohol content
Amphetamines	300 ng/ml	300 ng/ml
Methamphetamine	300 ng/ml	300 ng/ml
Barbituates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Cocaine metabolite	300 ng/ml	150 ng/ml
Opiates*		
Morphine	300 ng/ml	300 ng/ml
Codeine	300 ng/ml	300 ng/ml
PCP (phencyclidine)	75 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml
Methadone	300 ng/ml	200 ng/ml

Methaqualone	300 ng/ml	200 ng/ml

*25 ng/ml opiate metabolite if immunoassay specific for free morphine

The foregoing standards for the prohibited levels shall not preclude the Employer from attempting to show test results below said levels that the employee was impaired, but the Employer shall bear the burden of proof in such cases.

It is understood that changes in technology and/or the need to detect the presence of other types of drugs may necessitate the adoption of new or changed prohibited levels. Should such changes or need arise, the Employer will notify the Union in writing. The Union may then request negotiations, and the Employer in such cases shall agree to meet at reasonable times and places to negate same.

27.6 EMPLOYEE ASSISTANCE PROGRAM/INSURANCE The Employer shall make available through an Employee Assistance Program a means by which an eligible employee may obtain referrals and treatment. All such requests shall be confidential.

The Employer has the sole right to designate an Employee Assistance Program(EAP) and provider, to change providers, revise the plan, and set qualifications for eligibility under the plan. Revisions in said plan, its benefits, providers, qualifications for eligibility, or aspects of the EAP shall not be subject to impact bargaining.

27.7 RIGHT TO CONTEST An employee, with or without the Union, shall have the right to file a grievance pursuant to this policy.

27.8 CONFIDENTIALITY OF TEST RESULTS The results of drug tests will be disclosed by the Employer to the employee tested, authorized representatives of the Employer and any reviewing entity agreed to by the parties. Testing results will otherwise not be disclosed externally by the Employer except when the employee tested consents or authorizes.

27.9 UNION NOTIFICATION A reasonable attempt will be made by the Employer or Supervisors to notify a Union Representative prior to administering drug testing to members of the bargaining unit. A minimum of one hour will be considered as reasonable for this purpose.

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ARTICLE 28

PENSION WITHHOLDING ARRANGEMENT

28.1 CODE SECTION 414(h) PENSION WITHHOLDING The City will maintain a tax-free employee pension contribution withholding system for bargaining unit
employees, as permitted by law.

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ARTICLE 29

ENGINEER POSITION

29.1 DEFINITION The engineer positions will be defined as an individual permanently assigned to drive a frontline apparatus with a pump.

29.2 FILLING OF VACANCIES Engineer vacancies will be filled in the following manner:

* Firefighters with seniority may fill positions as defined henceforth.
* All candidates must be an Illinois State Certified Apparatus Engineer. Further, all candidates must conform with and complete department training and standards referencing apparatus operation in order to be eligible for, or retain a position of Apparatus Engineer.
* Positions will be filled in order of department seniority.
* If an employee is reduced in rank from an officer position, said employee may replace a current engineer with less seniority with all affected engineers replacing other engineers according to seniority at the time of the reduction.

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ARTICLE 30

RESIDENCY

30.1 BOUNDARIES All employees shall be required to maintain a permanent residence within Adams County.

30.2 NEW HIRES New hires will be required to obtain residency within Adams County within (6) months after completion of their probation.

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ARTICLE 31

PROMOTIONS

31.1 REQUIREMENTS The City and the Union agree that promotions shall be conducted in accordance with the provisions of the 50 ILCS 742 Fire Department Promotions Act, effective August 04, 2003 (hereafter referred to as the "Act"). A copy of this Act shall be attached as an Appendix to this Agreement. Except where expressly modified by the terms of this Article, the procedure for promotions shall be in accordance with this Act.

31.2 PREREQUISITES All promotions shall be made from employees in the next lower rank who wish to submit themselves to the promotional examination. If less than three (3) candidates sign up for a promotional examination, then the examination shall be opened up to the next lowest rank.

To be eligible to submit for the Lieutenant promotional examination, a candidate must have completed three (3) years of service and attained Firefighter III certification with the Illinois State Fire Marshal's Office prior to the written examination. Lieutenants must have attained Fire Officer I certification no later than the completion of their second year in said rank. To be eligible to submit for the Captain or Assistant Chief examination, a candidate must have completed five (5) years of service and attained Fire Officer I certification with the Illinois State Fire Marshal's Office prior to the written examination. In addition, an Associates Degree in Fire Service will be required to test for the rank of Assistant Chief and the Assistant Chief must have attained Fire Officer II certification no later than the completion of their second year in said rank.

31.3 EXAMINATION COMPONENTS AND WEIGHTS All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to conduct the duties of the position to be filled. Candidates will be placed on the promotional list based on the points achieved by the candidate on promotional examinations consisting of the following components weighted as specified, followed by seniority points, ascertained merit points and veterans' preference points as described in subsequent paragraphs of this Article.

Lieutenant:	Written Exam	50%
	Subjective Evaluation	50%
	(Commissioners Oral Interview 20%)	
	(File Review 30%)	
Captain/Assistant Chief:	Written Exam	30%
	Illinois Fire Chiefs Assessment	35%
	Subjective Evaluation	35%
	(Commissioner Oral Interview 15%)	
	(File Review 20%)	

a. The written examination shall be given as the last component of the promotional process and will be conducted by an outside agency.

b. The Illinois Fire Chiefs Assessment will be set up and coordinated by the Board of Police and Fire Commissioners. If a different outside agency is to be used, the bargaining unit must be notified.

c. The panel review will produce a score for each candidate and a written narrative of the panel's thoughts on the candidate. The panel reviw be conducted by a board consisting of the following members based on the rank being tested for:

Lieutenant - Chief
Deputy Chief of Administration
Three (3) Shift Captains

Captain - Chief
Deputy Chief of Administration
Three (3) Shift Captains

Assistant Chief - Chief
Deputy Chief of Administration
Deputy Cief of Operations
Three (3) Assistant Chiefs
One (1) non-probationary officer from each shift chosen by the shift membership (that is not a candidate)

d. The Commissioner Oral Interview and Review shall include a five (5) point deduction for each disciplinary letter received by the candidate within the previous two (2) years from the date of the written examination.

31.4 SCORING OF COMPONENTS Each component of the promotional examination listed above shall be scored on the scale of one hundred (100) points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, as described above, and the scores of all components shall be added together. The components shall be scored based on the following examples using the Lieutenant's examination:

Written Test: Total correct answers divided by total questions multiplied by one hundred (100) multiplied by the weighting factor (120/150X100X.075=60 points).

Panel Review: Total score received up to one hundred (100) points multiplied by the weighting factor (80X0.15=12 points).

Commissioner Oral Interview and Review: Total score received up to one hundred (100) points minus disciplinary deductions multiplied by the weighting factor (90-5=85X0.10=8.5 points).

31.5 SENIORITY Seniority will be awarded at the rate of zero point four (0.4) point for each year of credited service. to a total of no more than eight (8) points. Seniority will be awarded for each credited day of service less than a full year at the rate of 0.0010958 point (points equal to or greater than 0.005 will be rounded up the nearest one one-hundredth, 1/100th). Seniority will be determined using the date of the written

test. In the event of a tie score at the end of the promotional exam, departmental seniority will determine the tied candidate's placement on the final promotional list.

31.6 ASCERTAINED MERIT Ascertained merit points will be awarded only for the highest educational degree achieved and are not cumulative. Points will be awarded for the following degrees, certificates and classes received or completed prior to the written examination and, which must be related to the fire service, as follows:

Classes for Fire Officer I	2 points
AA/AS	3 points
BA/BS	4 points

31.7 VETERANS' PREFERENCE Veterans' preference points shall be awarded after the preliminary promotional list is posted as per all applicable state and federal statutes.

31.8 MAINTENANCE OF PROMOTIONAL LIST The final eligibility list shall be effective for a period of two (2) years.

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ARTICLE 32

ENTIRE AGREEMENT

32.1 MERGER This agreement represents the entire and complete agreement of parties and supersedes all prior written agreements.

32.2 AMENDMENT This Agreement may be altered or amended by the written mutual consent of the parties.

32.3 BINDING EFFECT The terms and provisions hereof shall be binding on the respective successors and assigns of the parties.

32.4 SAVING CLAUSE None of the forgoing articles of this agreement shall be construed as requiring either party to do anything inconsistent with federal, state or local laws, or the final order of judgment of any court having jurisdiction over the parties.

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

32.5 APPROPRIATE ACTION This Agreement is intended to define the employer/employee relation between the parties in all its various aspects and is subject to ratification by the Union membership and the City Council.

32.6 DURATION This Agreement shall remain in full force and effect from May 1, 2011 until April 30, 2014. It shall be renewed automatically from year to year thereafter until either party shall have notified the other by certified mail by ninety (90) days prior to the expiration date that it desires to amend this Agreement. Negotiations thereafter will include only those articles specified by either party upon proper notification (certified mail) to the other party.

32.7 AUTHORIZED SIGNATURES: *Sign and date.*

CITY	UNION
John Spring, Mayor	Keith Reed, President
Doug Olson, Dir. of Human Resources	Mark Bigelow, Vice President
Joe Henning, Fire Chief	Shawn Henson, Sec.-Treasurer

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APPENDIX A

AUTHORIZATION FOR CHECK-OFF OF UNION DUES

I hereby authorize the Comptroller to deduct from my earnings the regular monthly dues (uniform in dollar amount) in the amount certified by the Financial Officer of Local No. 63, International Association of Fire Fighters, AFL-CIO, CLC, and further authorize the remittance of such amount(s) to said Local Union in accordance with the currently effective Agreement between the City of Quincy, Illinois, and said Local Union. This authorization is revocable by notice in writing by certified mail to the Comptroller and said Local Union.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further separately, relieve the City, any Department of the City, the Union, and all their officers, representatives or agents from liability therefore.

_____
(Print Name)

_____
(Signature)

Print

QUINCY FIRE DEPARTMENT

GRIEVANCE FORM (APPENDIX B)

Provisions of Article VI Section 6.3 Step _____ of the Working Agreement have been complied with, no satisfactory adjustment has been reached. Therefore, the following grievance is submitted, in accordance with provisions of Step _____ .

STATEMENT OF GRIEVANCE
(Provided on attached sheet)

DATE:_____

SIGNED:_____
(Aggrieved Employee - optional)

SIGNED:_____
(Union Grievance Committee Member)

GRIEVANCE #_____

Date Received by Management Representative:_____

SIGNED:_____
(Management Representative)

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QUINCY FIRE DEPARTMENT

GRIEVANCE REPLY FORM (APPENDIX C)

GRIEVANCE #_____ STEP#_____

TO: Aggrieved Employee

MANAGEMENT REPLY
(Provided on attached sheet)

DATE:_____ Signed:_____

Title:_____

****

DATE:_____ Step#_____ Received

Signed_____
(Union Grievance Com. Member)

****

GRIEVANCE SETTLED AS PER STEP#_____

DATE:_____ Signed: _____
(Union Grievance Com. Member)

Signed:_____
(Management Representative)

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APPENDIX D

ESSENTIAL JOB FUNCTIONS TEST

Extension Ladder Raise (35 foot)
Ladder is raised all the way to the top and lowered back to the starting position using the hand over hand method. Allowing the rope to slip through the hands is not acceptable. The applicant must complete the ladder raise correctly before moving to the next station.

Completed _____ **Not Completed** _____

Fire Hydrant Opening (8 Revolutions)
Completed the required revolutions while remaining within the boundary lines. Any revolutions done while stepping on or outside the boundary lines do not count.

Completed _____ **Not Completed** _____

2 ½" Hose Drag (With Nozzle)
Completed the hose drag by crossing the finish line with the nozzle.

Completed _____ **Not Completed** _____

Simulated Roof Ventilation (50 Blows)
Completed the required number of blows. Only those blows where the sledge is raised to shoulder height and the target is hit will be counted.

Completed _____ **Not Completed** _____

Straight Ladder Lift and Carry
Ladder moved from one set of hooks to the other set of hooks. The tape on the ladder must be lined up with the hooks before moving to the next station.

Completed _____ **Not Completed** _____

Attic Crawl
Crawled on the rafters to the end, turned around and came out the same end they entered. Putting their hands or feet on the ground to support their weight is not acceptable, and would require the attic crawl to be redone correctly before moving to the next station.

Completed _____ **Not Completed** _____

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Mannequin Drag
Mannequin drag completed with the mannequin completely across the line.

Completed _____ **Not Completed** _____

Final Time:

Minutes_____ **Seconds**_____

Fire Department Official _____

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