ARTICLE XIX

RESIDENCY

A. All persons hired on or after ratification of this agreement shall, as a term and condition of employment, reside within the corporate limits of the City of Joliet (City Limits) within eighteen (18) months of initial employment and shall remain in the City until their 20th anniversary. Any employee who attains their 20-year anniversary date of employment with the City shall not thereafter be required to reside within the City Limits.

28

MOHAR

Final Document April 12, 2016

ARTICLE XLIII

OFF-DUTY FIREFIGHTING AND EMS DUTIES

For reasons stated below, the City and Union agree no Employee shall perform active fire fighting and/or EMS duties for jurisdictions operating a paid or volunteer fire department other than the City of Joliet.

- (a) The provision of fire protection services and EMS services to the public is a dangerous occupation requiring highly trained, physically capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment or supervision may threaten the health and well-being of employees and the public.
- (b) Employees who perform fire protection duties on a voluntary basis or as a result of outside employment are subject to increased exposure to hazardous conditions that may result in a greater incidence of illness or injury. Consequently, the performance of such duties for other municipalities may have a direct bearing on employees' ability to perform fire protection duties for the City of Joliet.
- (c) State statute has established a presumptive causal relationship between an employee's fire suppression duties and certain heart and lung disabilities the employee may develop. The City of Joliet and its taxpayers are financially liable for the employee's duty disability benefits, and must be confident that such disabilities are the result of the employee's work for the City and not for another municipality.
- (d) The prohibition against employees of the Joliet Fire Department from performing fire fighting and/or EMS duties for jurisdictions other than the City of Joliet shall be in effect upon ratification of this Agreement.

UNION-Final Document April 12, 2016 69

CITY