

AGREEMENT
BETWEEN
VILLAGE OF GLENVIEW
AND
GLENVIEW PROFESSIONAL FIRE FIGHTERS
ASSOCIATION, LOCAL 4186, I.A.F.F.

2006-2008

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AGREEMENT

This Agreement is entered into by and between the VILLAGE OF GLENVIEW, ILLINOIS (hereinafter referred to as the "Village") and the Glenview Professional Fire Fighters Association Local 4186, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union").

WHEREAS, it is the intent and purpose of this Agreement to promote and improve employee relations between the Village and its employees; aid toward the economical and efficient operation of the Village; make reasonable provisions for the safety and health of the employees; maintain efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; ensure against any interruption of work, strike, slowdown or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering general rates of pay, hours of work and certain other conditions of employment to be observed between the parties to this Agreement.

ARTICLE I RECOGNITION AND REPRESENTATION

The Village recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full-time employees in the job classifications of Firefighter, Firefighter/Paramedic and Lieutenant, but excluding all civilian employees who occupy a position involving matters of a confidential nature, and all managerial, professional, administrative and supervisory employees under the Illinois Public Labor Relations Act, 315 ILCS 5/1 *et seq.*

ARTICLE II NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, sexual orientation, Union membership or non-membership.

ARTICLE III DUES CHECK-OFF AND UNION RIGHTS

Section 3.1. Dues Check-Off

The Village will deduct from each employee's paychecks each month the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form for such deductions.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount twice each year during the term of the Agreement by providing the Village at least thirty (30) days notice in writing of any change in the amount of the uniform dues to be deducted. The Village shall remit the total amount of the dues deducted

to the individual designated by the Union, not later than fourteen (14) days after the issuance of each paycheck from which dues have been deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 3.2. Fair Share

During the term of this Agreement, employees who are not members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement or thirty (30) days after they have rescinded any dues authorization pursuant to Section 1 of this Article, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of a non-members and remitted to the Union at the same intervals as Union dues are remitted. The Union may change the amount of the fair share fee at the same intervals as it may change the fixed, uniform amount of dues deducted under Section 1 of this Article, by giving the Village at least thirty (30) days notice in writing of any change in the amount of the fair share fee to be deducted. The Union shall periodically submit to the Village a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Indemnification

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished by the Union under any such provisions.

Section 3.4. Union Use of Bulletin Board

The Village shall make available space for a bulletin board in each station at a mutually agreed location for posting of official Union notices. Such notices shall be of a non-derogatory, non-inflammatory or non-partisan political nature, including postings regarding local government political candidates or events. The Union will limit the posting of Union notices to such bulletin boards and shall be responsible for maintaining the bulletin boards. The Village shall notify the Union of any materials posted on any Union bulletin board which the Village believes do not comply with the provisions of this Section.

ARTICLE IV MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment 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 administer overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable 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 or facilities; to maintain an effective internal control program; to determine the overall budget, and to carry out the mission of the Village; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V LEAVE ALLOWANCES

An employee who is on any paid leave provided for in this Agreement shall not lose any service credit toward normal advancement in rates of pay nor shall the employee cease to accumulate pension service credits for which he or she is eligible. Fraudulent use of family care, sick, childbirth/adoption, injury, jury, bereavement, leave to vote, FMLA, unpaid leave of absence or military leave shall be cause for disciplinary action up to and including dismissal.

Section 5.1. Family Care Leave

Family care leave may be granted at the discretion of the Fire Chief or his designee in unexpected serious situations involving the care of the employee's immediate family. Specifically, this paid leave is intended to be used in cases of unexpected illness or accidents involving an employee's immediate family members. A maximum of one 24 hour shift day of paid family care leave may be taken by an employee during the calendar year. Because this leave is intended to be used in cases of unexpected illness or accidents involving immediate family members, family care leave will generally only be available in a minimum of four hour increments per unexpected event. If an absence is covered by sick leave, this provision will not apply.

Immediate family shall include those persons related to the applicant by blood and/or marriage, including but not limited to: husband, wife, domestic partner, father, mother, daughter, son, sister, brother, aunt, uncle, grandmother, grandfather, grandchildren, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, stepgrandparent, first cousin or legal guardian.

Section 5.2. Bereavement Leave

In the event of a death in the immediate family, an employee may take up to one (1) shift day as needed to handle family affairs and attend the funeral. Employees who must travel more than three hundred (300) miles in order to attend the funeral shall be granted one (1) additional shift day, if approved by the Chief. Immediate family shall include those persons listed in Section 5.1.

Section 5.3. Sick Leave

Sick leave with pay may be taken in the event of an employee's illness, injury off the job, disability, or quarantine due to a contagious disease (except injury or disability incurred as a result of outside employment or self employment) that is of an incapacitating nature sufficient to, justify absence from work.

In addition, sick leave will also be allowed in limited instances, with the approval of the Fire Chief or his designee, to obtain treatment from a medical care provider during hours of work in the Department provided the employee has been unable to schedule the appointment during non-working hours, or also to care for a sick or injured family member (employee's spouse or dependent children). Such approval shall not be unreasonably withheld. The employee shall notify the Fire Chief or his designee if he is requesting sick leave. The Village may require an employee to submit a physician's verification for the employee's illness or the illness of a family member when sick leave is used under this Section, only when the employee is absent for more than two (2) consecutive 24 hour shifts.

The employee shall earn sick leave at a rate of one hundred forty-four (144) hours per year. Sick time shall be accumulated at a rate of twelve (12) hours per month. Employees beginning employment from the 1st through the 15th day of the month will be credited with 12 hours of sick leave for that month of service. Employees beginning the 16th through the end of the month will be credited with 6 hours of sick leave for that month of service but must wait until the following month to be eligible for sick leave pay. Sick leave shall not be earned during any lay off, suspension for just cause, or unpaid leave of absence.

Notification of absence due to sickness or non-job related injury shall be provided by the employee to the Battalion Chief as soon as the employee is reasonably aware that he/she is or will be unable to report to duty, and in any event no less than one hour prior to the employee's scheduled starting time for each shift day the employee is off (unless notification of subsequent successive shift days is waived by the Battalion Chief or Deputy Chief).

Sick leave hours will be deducted from the employee's sick leave allowance based on the number of duty hours the employee is absent from work. Sick leave must be taken in minimum blocks of four (4) hours. An employee's accumulated sick leave hours shall be made available upon reasonable request by calling, writing or e-mailing the Deputy Chiefs office.

Sick leave may not be used for absence due to a work-related injury for which compensation has been provided to the employee under the Worker's Compensation Act. If an employee's illness or injury exceeds the amount of available sick leave, the employee may elect to use earned but unused paid time off.

Unused sick leave may be accumulated from year to year up to a maximum of 2,280 hours (95 - 24-hour shifts). An employee who has accumulated 1,500 hours of sick leave may, at the end of the year in which this total has been reached, be paid at their straight time hourly rate for 25% of the unused sick leave earned in that year above 1,500 hours. At the time an employee retires, the employee shall be paid at their straight time hourly rate for 35% of all unused sick leave hours accrued above 1,500 hours to the maximum of 2,280 hours, to pay the cost for the premium for any health insurance that is available through the Village up to an annual maximum of \$3,600 until the total amount is exhausted.

An employee who has accumulated the maximum work hours of sick leave (2,280) and who has not used the current year's sick leave, shall, at the end of the year, be paid at their straight time hourly rate for 25% of the unused sick leave for that year.

Employees may donate sick leave to another employee in case of that employee's own serious medical condition or the serious medical condition of the employee's spouse or dependent children. No employee may receive any donated sick leave until his sick leave accrual and other accrued paid leave has been exhausted. No employee shall receive more than sixty (60) donated 24-hour shifts in any calendar year. Donations of sick leave will be taken from the donor's accrued time and are not chargeable to annual sick leave payout eligibility. No donated sick leave may be used by the donee to accumulate sick leave for payment under this Section; such unused leave will be recredited to the donor.

For purposes of the provisions contained within this Section, "abuse" of sick leave is the utilization of such for reasons other than those stated within this Section. If the Employer suspects abuse of sick leave, the Chief may request at the Employer's expense, that the employee obtain a certificate of illness from a doctor of the Employer's choice prior to returning to work. All such requests and medical appointments shall be made in a reasonable and timely manner. A pattern of using sick leave in conjunction with other time off (i.e. Kelly Days or vacation) may be considered evidence of abuse.

Upon sufficient evidence of the abuse of such sick leave, the employee may not be paid for such leave taken. Continued abuse of sick leave shall subject the employee to appropriate disciplinary action pursuant to the terms of this Agreement.

In the event an employee dies while employed by the Village, the Village will make payment to the employee's beneficiary or estate for 25% of accumulated unused sick leave at the rate of pay for that employee at time of death. If the death occurs while the employee is in the line of duty, the Village will make payment to the employee's beneficiary or estate for 50% of accumulated sick leave at the rate of pay for the employee at the time of death.

Upon ratification of this agreement by both parties, each employee with ten (10) or more years of service shall be given 1,440 hours (60 - 24hour shifts) of accrued sick leave. Employees with less than ten (10) years of service shall be given twelve (12) hours of accrued sick leave for each full month of service since their date of hire.

Section 5.4. Non-Medical Childbirth/Adoption Leave

In addition to the unpaid leave available under the FMLA, the Village also offers employees up to five (5) shift days of paid leave in direct connection with the birth or adoption of a child, to be used as soon as practicable after the birth or adoption. This paid leave benefit is available to any individual (regardless of gender) in connection with the birth of their own child or their own adoption of a child. Absence for medical reasons associated with pregnancy and childbirth qualify for paid sick leave and medical benefits in accordance with the terms of those policies.

Section 5.5. Leave of Absence Without Pay

An employee may be granted a leave of absence without pay when his or her personal situation necessitates such action. All requests for leave of absence must be made in writing, must state reasons for the request and must have the date when the leave is to commence and terminate. A leave of absence without pay is granted at the discretion of the Fire Chief or his designee with the approval of the Human Resources Director for a maximum of six (6) months. The Fire Chief or his designee shall evaluate each request on a case-by-case basis with consideration of the effect on community service and the department's operational requirements. The approval must be in writing and state any limitations or conditions.

During the period of the leave of absence without pay, the individual is responsible for the payment of health and life insurance. Additionally, no other benefits such as vacation or dental reimbursement may be accumulated or dispersed during this period.

Section 5.6. Jury Leave

Employees who are called for jury duty will be granted regular compensation for the length of their duty. Individuals are permitted to keep any payment received from the court. Employees who are scheduled to work on a day they are called for jury duty may be required to report to work each day upon being released from jury duty.

Section 5.7. Military Leave

As part of its civic commitment, the Village will provide two calendar weeks of paid military leave, as well as unpaid military leave to the fullest extent required by applicable law, for employees who require time off work in order to satisfy military commitments. An employee is required to provide evidence of military orders received. Reinstatement following military leave is provided to the full extent required by applicable law. An employee leaving for military duty may choose to use or not use any accrued vacation time during the leave.

Section 5.8. Family Military Leave

Under the Illinois Family Military Leave Act, eligible employees who are the spouses or parents of a person called to state or federal military service lasting longer than thirty days are eligible for unpaid leave up to 30 days. An employee is eligible if he or she has worked at least twelve months and at least 1,250 hours in the twelve months immediately preceding the requested leave. Furthermore, an employee must first exhaust all of his or her accrued vacation (except sick and/or disability leave) before he or she is eligible for family military leave under the Act.

Section 5.9. Job Related Illness/Injury Leave

Job related illness/injury leave may be granted when appropriate when an employee becomes ill or sustains an injury as a result of the performance of his or her job. Such leave is granted when necessary without affecting other leave accruals.

Section 5.10. Administrative Leave

An employee may be relieved of his duties and placed on administrative leave with pay at the discretion of the Fire Chief or his designee. If substantial evidence shows that the employee engaged in serious misconduct that would likely warrant dismissal, the employee may be placed on administrative leave without pay pending final disposition of the case. If it is subsequently determined that the employee did not engage in such misconduct or that the misconduct did not warrant dismissal, the Village will provide full back pay, less any suspension that may have been imposed in lieu of dismissal. It is agreed that there can be suspensions of greater than thirty (30) calendar days, however, in no event shall there be a suspension without pay greater than thirty (30) calendar days in the aggregate, unless consented to by the employee.

Section 5.11. Family and Medical Leave Act

Individuals who have not become eligible for an amount of leave to meet their circumstances may avail themselves of the Federal Family and Medical Leave Act. To qualify, individuals must have worked for the Village at least twelve (12) months and worked 1,250 hours during the previous twelve (12) months. Eligibility for leave under the Family and Medical Leave Act includes: individuals experiencing the birth of a child; adoption of a child (including placement of children with the employee's family in a foster care situation); a serious health condition of an employee's spouse, child or parent; or a serious health problem which prevents the employee from performing the duties of the job.

Individuals meeting eligibility criteria may receive a total of twelve (12) weeks of unpaid leave. The right to use this leave in situations of the birth or adoption of a child expires after twelve (12) months from the date of the birth or adoption. The total of twelve (12) weeks of leave may not be used in smaller segments except in those instances where the intermittent use of the leave is the result of a medical necessity.

The Village may require the employee to use accumulated paid benefits as part of the leave. Any leave not covered by paid leave would then be unpaid to a total of twelve (12) weeks. Thus, application of Family and Medical Leave Act time is concurrent with the individual's eligible Village leave.

An individual seeking to use leave in those situations of employee or family illness must present a physician's certificate to verify a serious illness. The certificate shall include the need to care for a family member or, in the employee's case, the inability to perform the functions of his/her job.

Upon returning from leave granted under this Section, the individual will be restored to his/her job held prior to taking the leave, or to a position of equal pay and benefits. The Village will maintain coverage for the employee under terms of the applicable group health plan during the leave period at the same levels as if the employee had not taken the leave. The Village may recover from the employee the costs of premiums paid on behalf of the employee during the leave period if the employee fails to return to work at the end of the leave period.

Section 5.12. Absence Without Leave

When an employee is absent from his or her position two (2) duty days or more without specific permission from the Fire Chief or his designee, the employee will be considered absent without leave, unless a satisfactory explanation for the absence is provided.

Section 5.13. Limited Duty

Circumstances may arise whereby employees may be placed in a limited duty assignment (a position entailing less physically straining work or fewer hours than their regular position) during their recuperation from illness or injury. Limited duty is not a form of leave, and is not to be counted against any form of leave.

Assignments to limited duty position are made by the Fire Chief or his designee with the prior approval of the Director of Human Resources. In order for a limited duty position to be authorized, it must be determined by the Fire Chief or his designee that work exists for the employee, and the employee must obtain a written release approving the assignment by a physician who has determined that the employee is physically able to perform the limited duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities with medical certification and Human Resources Director approval. The Village reserves the right to require an employee be examined by the Village's physician, at the Village's cost, to determine whether the employee able to perform the limited duty assignment. Limited duty assignments are temporary in nature and are only authorized for a period of time up to three (3) months with medical certification and Human Resources Director approval. The Village reserves the right to require an employee be examined by the Village's physician, at the Village's cost, to determine whether the employee is able to perform the limited duty assignment. Limited duty assignments are temporary in nature and are only authorized for a period of time up to three (3) months. Any extension of the assignment must be mutually agreed by the Village Manager and the employee.

Upon completion of the limited duty assignment, the employee will return to his or her previously held position.

Section 5.14. Witness Leave

An employee who is subpoenaed to testify with respect to lawsuits or administrative proceedings other than Board of Fire & Police Commission Proceedings, which the Village institutes or which arise out of the employee's employment by the Village (excluding an employee's participation in such activity at the request of the Union) shall be:

1. excused from work without loss of pay if his required participation occurs during duty hours; or
2. paid at his applicable hourly rate of pay if his required participation occurs during off-duty hours.

Any compensation which the employee receives from an outside third party for testifying in a lawsuit or administrative proceeding shall be retained by the employee and shall not be subtracted from the employee's wages (if any).

If an employee is subpoenaed at the request of the Village to testify in a hearing before the Board of Fire and Police Commission, the employee shall either be released from duty without loss of pay or paid the applicable hourly rate of pay for all hours of required off-duty participation, whichever is applicable. If an employee is subpoenaed at the request of someone other than the Village in such a hearing, the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall not receive any compensation if he testifies during his off-duty hours.

If an employee is subpoenaed to testify in lawsuits or administrative proceedings which do not arise out of the employee's employment by the Village, the employee shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade or taking time off without pay. Employees who are subpoenaed by the Union to testify in lawsuits, administrative proceedings or arbitrations shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade, or taking time off without pay, provided that the parties shall make every reasonable effort to schedule such hearing appearances that are within their control during non-work hours.

ARTICLE VI

SENIORITY, LAYOFF AND RECALL

Section 6.1. Definition of Seniority

Departmental seniority shall be defined as the length of continuous full-time employment as a sworn firefighter in the Fire Department of the Village uninterrupted by termination of employment. A non-pensionable leave of absence will not count toward seniority but will not break seniority. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts between employees regarding their departmental and/or rank seniority shall be determined on the basis of the order of the firefighters on the Fire and Police Commission hiring or promotional list, whichever is applicable, with the firefighter higher on the applicable list being the more senior. Where the term "seniority" is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 6.2. Probationary Period Upon Initial Hire

All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of twelve (12) months. During an employee's probationary period, the employee may be terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the termination of a probationary employee. The probationary period may be extended for a firefighter who is required, as a condition of employment, to be a certified paramedic, during which time the firefighter may be discharged without recourse solely for failing to meet the requirements for paramedic licensure.

Section 6.3. Seniority List

On or before November 1 each year, the Village will provide the Union with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) calendar days after the Union's receipt of the list.

Section 6.4. Lay-Off and Recall

In the event it becomes necessary to lay-off employees for bona fide economic reasons, employees shall be laid-off in the inverse order of their seniority. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. Employees shall be selected from the recall list according to their seniority. No new employee(s) shall be hired or contracted for until all employees on lay-off status desiring to return to work have been re-called and hired.

Section 6.5. Seniority Adjustments

Seniority shall be interrupted in the event an employee is placed on a non-duty disability pension exceeding thirty (30) calendar days, granted an unpaid leave of absence exceeding thirty (30) calendar days, or is laid off. When an employee returns from a non-duty disability exceeding thirty (30) calendar days, unpaid leave of absence exceeding thirty (30) calendar days, or a layoff, his seniority shall be his length of service up to the date of layoff, disability or beginning of the unpaid leave of absence. Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work related injury.

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 7.1. Definition

A grievance shall be defined as a dispute or difference of opinion, which has arisen between the parties alleging that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement as applied to one or more specific employees or the Union in the case of a Union right. Such disputes shall be settled in accordance with the following procedure.

Section 7.2. Procedure

STEP 1. WRITTEN TO DEPUTY CHIEF OF OPERATIONS

The employee, with or without a Union representative, or the Union on behalf of itself or a group of employees (collectively referred to as the "Grievant") shall submit the grievance in writing, dated and signed by the Grievant, indicating the Article and Section allegedly violated and the remedy sought, to the Deputy Chief of Operations or in his absence his designee no later than seven (7) calendar days from the occurrence of the event giving rise to the grievance or seven (7) calendar days from when the Grievant, through normal diligence, should have become aware of the occurrence. The Deputy Chief of Operations or his designee shall respond in writing to the grievance within seven (7) calendar days, if the grievance is not satisfactorily settled before that time.

STEP 2. APPEAL TO CHIEF

If the grievance is not settled in Step 1, the Grievant may, within seven (7) calendar days from the date of receipt of the Step 1 answer, proceed with the grievance to Step 2 and submit the grievance to the Fire Chief. If the grievance is not satisfactorily settled, the Fire Chief shall respond in writing to the Grievant within seven (7) calendar days.

STEP 3. APPEAL TO THE VILLAGE MANAGER AND/OR HIS DESIGNEE

If the grievance is not settled in Step 2, the Grievant may, within seven (7) calendar days from the date of receipt of the Step 2 answer, proceed with the grievance to Step 3 and submit the grievance to the Village Manager or his designee. If the grievance is not satisfactorily settled, the Village Manager or his designee shall respond in writing to the Grievant within seven (7) calendar days.

STEP 4. ARBITRATION

In the event the grievance has not been satisfactorily settled within fourteen (14) calendar days of receipt of the Village's Step 3 answer, or if no answer is given by the date it was due, the grievance may be submitted to final and binding arbitration by the Union. The parties shall first attempt to agree upon the selection of an arbitrator. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators and reside in Illinois or Wisconsin. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is one (1) name remaining, who shall be the arbitrator. The parties shall determine by a coin toss which party shall strike the first name. The loser of the coin toss shall strike first. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and the Union representatives. The parties, by written agreement, may submit more than one (1) grievance to the same arbitrator. The Arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of the briefs by the parties, whichever is later.

Section 7.3. Limitation on Authority of the Arbitrator

Jurisdiction of the arbitrator shall be limited to only the particular dispute before him/her, and he/she shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement, or to write any new clause, change an existing clause, or write a new agreement, nor shall he/she establish new wage scales, change any wages or rates of pay. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the Village or its designated management as specifically provided for in Article IV Management Rights.

The right to proceed through the grievance/arbitration procedure for matters of discipline or discharge is reserved for those employees who have successfully completed their initial probationary period. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

By mutual agreement, the parties may agree in writing to utilize expedited arbitration, however, the parties must agree to expedited arbitration prior to the selection of the Arbitrator.

Section 7.4. Expenses of Arbitration

Each party shall assume the cost of presenting its case before the arbitrator. The fees and expenses of the arbitrator and the cost of the initial written transcript provided to the arbitrator, if any, shall be divided equally between the Village and the Union.

Section 7.5. Processing and Time Limits

All grievances shall be presented within seven (7) calendar days after the cause of the grievance arises or the Grievant has knowledge of said grievance or said grievance shall be deemed abandoned. All grievances must be appealed and all answers given within the time limits established in each Step of the grievance procedure or they shall be considered settled on the basis of the Village's last answer. Exceptions to these time limits may be agreed to in writing by the parties. If the Village fails to provide an answer within the time limits so provided, the Grievant may immediately appeal to the next Step. The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure.

Only the Union shall have the right to take to arbitration any grievance which is otherwise arbitrable under this Agreement. If the Union refuses to prosecute a grievance on behalf of any employee; or the Village and the Union settle any grievance on behalf of any employee hereunder, the employee who has filed such a grievance or on whose behalf it has been filed shall be conclusively bound thereby and the Union shall thereafter be stopped from reviving or further prosecuting said grievance.

All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations. Union members involved in grievance discussions and investigations shall be given reasonable notice of any meetings called by the Village.

Section 7.6. Union Representatives

The names of employees selected as representatives who may represent employees at each Step of the grievance procedure, shall be certified in writing to the Village by the Union. One (1) representative will be released to participate in the grievance procedure, so long as it does not affect his duties or interfere with the operations of the Fire Department. A grievant does not have the right to select a particular representative who will be present during the grievance procedure.

Nothing in this Agreement prevents an employee from processing a grievance without the intervention of the Union provided a Union officer is afforded an opportunity to be present at any grievance meeting, that any settlement shall be consistent with the terms of this Agreement, and that a copy of the settlement shall be provided to the Union.

ARTICLE VIII
NO STRIKE AND NO LOCKOUT

The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, willful absence from work or any other intentional interruption of operations, or picketing of Village facilities (if the effect of such picketing is to induce any individual not to perform any services). Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village will not lock out any employee during the term of this Agreement as a result of any dispute with the Union arising out of the terms of this Agreement.

ARTICLE IX
HOURS OF WORK AND OVERTIME

Section 9.1. Purpose

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime.

Section 9.2. Normal Work Day and Work Week

The normal work day and work week for employees assigned to twenty-four (24) hour shifts shall be twenty-four (24) consecutive hours of work (one shift) followed by forty-eight (48) consecutive hours off (two shifts). Twenty-four (24) hour shifts shall start and end at 7:00 a.m.

Section 9.3. Normal Work Cycle and Kelly Days

The normal work cycle for employees assigned to twenty-four (24) hour shifts shall be fifteen (15) days. For FLSA purposes, each employee's work cycle shall be established so that the employee's Kelly Day (i.e. every 10th shift) starts at 7:00 p.m. on the duty shift of the 15th day of his work cycle and ends at 7:00 p.m. of the first day of the succeeding work cycle. As a result of this work cycle, no employee will work a regularly scheduled shift that qualifies him to receive FLSA overtime pay. A Kelly Day is a day on which an employee is not scheduled to work in order to ensure that scheduled hours do not require payment of overtime. A Kelly Day shall not be counted as a working shift day for any purpose and is not considered part of the employee's schedule of work days.

Section 9.4. Overtime Pay

Employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked beyond their normal work schedule. Overtime shall be rounded to the nearest quarter hour and paid in fifteen minute increments. The hourly rate of pay for overtime purposes, among others, equals the employee's annual salary divided by 2,630 hours, which computes to an average work week of 50.57 hours.

Section 9.5. Scheduling of Kelly Days

Upon ratification of this contract, the Battalion Chief or his designee shall provide the Kelly Day calendar schedule showing the sequence of slots available for the current calendar year. A total of three (3) employees, including excluded Captain and Battalion Chief, will be allowed to be on a Kelly Day per duty day, provided that not more than one officer (i.e., one Lieutenant or Captain or Battalion Chief) may be off on a Kelly Day per duty day.

Each employee shall submit to the Battalion Chief or whoever will be in charge of the duty shift on which the employee has been assigned a written list specifically identifies the employee's Kelly Day slot selections in order of preference for each slot which contains his position.

The Battalion Chief shall place the employees assigned to his duty shift for the current calendar year into Kelly Day slots appropriate for their position starting with the senior employee for said shift and following with remaining personnel. The seniority list for the shift shall be based on seniority as defined in Article VI, Section 6.1. In placing each employee in a Kelly Day slot appropriate for his position, the Battalion Chief shall use the employee's highest available preference when it is that employee's turn to be placed into a Kelly Day slot.

If an employee is promoted, or transferred to another shift at a time other than the annual shift realignment, the employee will be placed in the available Kelly Day slot appropriate to his position.

Once vacation day picks have been made, an employee may request to trade a Kelly Day for another such day as long as it results in not more than three (3) Lieutenants or two (2) Lieutenants and one (1) excluded Captain or Battalion Chief, being scheduled off on vacation and/or a Kelly Day per duty day. Such requests shall be made via the "Duty Trade" form by 1700 on the duty day prior to the day requested. Such requests shall not be arbitrarily and unreasonably denied.

Kelly Day Scheduling Procedures

- Kelly's will be picked upon ratification and the employee will remain in that slot for the duration of employment, unless shift changed.
- Beginning with the most senior man on each shift, each employee selects a Kelly Day slot.
- The letters "A" thru "J" will designate each Kelly Day slot for every 10th day off.
- The process continues until all employees have picked a Kelly Day slot for the year.
- There will be three (3) Kelly Day slots that only have two (2) men off, due to the 27 man shift and those days can be filled with vacation time.
- New employees will fill in vacated Kelly slots of retired employees based on highest seniority.

Section 9.6. Duty Trades

Shift personnel may request to trade duty hours subject to the approval of the Battalion Chief's office. There is no limit to the amount of duty trades shift personnel may request in a given year. Once approved, the accepted hours become an official duty assignment. Personnel shall request a trade by following the instructions on the duty trade form and submitting it to their respective Battalion Chief. A request is considered approved when it is entered by a Battalion Chief on the leave calendar. Trades will not be approved for an upcoming year until after shift assignments are made. After approval, a copy of the form shall be placed on the duty trade clipboard in the Battalion Chief's office and copies shall be placed in each participant's administrative leave files. Whenever possible, the completed duty trade form should be submitted no later than 17:00 on the duty day prior to the first traded day.

- *Example – If the first traded day is on the Red Shift, the form should be submitted by 17:00 on the preceding Red Shift duty day.*

It is the employee's responsibility to be at roll call by 07:00, arranging for coverage when necessary (as in back-to-back shifts with different station assignments).

The following may participate in trading duty: Firefighters with Firefighters and Firefighter/Paramedics; Firefighter/Paramedics with Firefighters and Firefighter/ Paramedics; Lieutenants with Lieutenants. Duty trades are generally scheduled for only the current calendar year. Trades between paramedic and non-paramedic personnel will be denied if the potential for inadequate ALS staffing exists.

Conflicts

Those trading duty assume the risk that a conflict may arise which will be resolved according to the guidelines set forth below.

A. Shift Change: If one or both of the involved parties has been assigned to a new shift and neither has fulfilled his part of the trade, then the trade is void. If the involved parties have been put on the same shift and time is owed, then an accrued leave day, or a portion thereof, will be debited from the one who owes, and the time will be credited to the one owed for use within one year. If the one owed time is transferred to another shift which is still different than that of the one who owes his time, then the pay back date must be amended with mutual agreement of the involved parties, with paperwork submitted for approval prior to the date of the shift change.

B. Promotion: If one of the parties has been promoted and neither has fulfilled his part of the trade, then the trade is void. If one of the parties has been promoted and time is owed, then an accrued leave day, or a portion thereof, will be debited from the one who owes and the time will be credited to the one owed for use within one year.

C. Emergency leave: If illness or injury causes one owing time to be unable to fulfill his part of a duty trade, overtime will be paid to maintain minimum manpower levels. Extended illness or injury may void a trade when neither party has fulfilled his part of the trade.

D. Employment terminates: If one of the involved is no longer employed by the Department and neither has fulfilled his part of the trade, then the trade is void. If one of the involved is no longer employed by the Department and owes time to another, then the value of one accrued leave day, or a portion thereof, will be debited from the former employee's final paycheck. The employee owed the time will be scheduled off on the subject day if a slot is open; otherwise, leave will be credited for the employee's use within one year.

Section 9.7. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, provided that the employee shall be paid under the applicable provision which provides the highest compensation.

Section 9.8. Call Back Pay

Call back is paid in 1/4 hour increments with a 2 hour minimum. When the start of duty tour occurs within 2 hours of the call back, the call back pay period will conclude at that time, with no minimum. Employees who are called back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid one and one-half (1-1/2) times their straight-time hourly rate of pay for all hours worked outside their normal shift. Methods shall be employed to secure the response of off duty personnel for special teams' response and to provide, augment, or replace personnel for any department activity. All personnel, including those not assigned pagers, are subject to callback when contacted by the Department. This provision shall not be applicable to scheduled overtime.

DEFINITIONS

- **Callback:** A request, generally paged to the "All-Call Group", to report to the station where your turnout gear is located when you can sign in no later than 60 minutes after the callback page; those who are more than 60 minutes away shall call in for direction from the Deployment Officer.

Section 9.9. Court Time

Administrative hire back to appear in court or for a deposition will be paid in 1/4 hour increments with a 3 hour minimum.

Section 9.10. Hire Back and Overtime Distribution

When the need for overtime exists due to lack of manpower, sickness, injury or other causes, such overtime shall be distributed as follows:

Overtime shall be offered on a voluntary basis (except when the need arises for mandatory overtime) based on a rotating list. The employee at the top of the list is asked first, the next employee second, and so on down through the list until the vacancy is filled. When an employee accepts an overtime assignment, the employee's name will be moved to the bottom of the appropriate rotating list. There will be two lists for overtime established, one where the vacancy is for 24 hours and one for short term overtime where the vacancy is for less than 24 hours.

When overtime exists due to a known sickness, injury, lack of man power or other causes, the employee starting at the top of the list will be called and given a five (5) minute window to respond and then continue down the list until the spot is filled. It is up to the employee to update the contact list with current contact number.

When the immediate need arises to fill overtime for the oncoming shift (an unplanned absence created between 19:00 hours of the day prior to the absence and 07:00 hours on the day of the absence), the overtime is first offered to qualified personnel currently on duty based on the appropriate rotating list. If no one accepts, the person at the top of the list is assigned the hire back. When forced back, the person may accept the entire hire back or share the hours worked with another employee.

The exceptions to this clause will be:

- A. When there are no Lieutenants off and an officer creates the need to hire back, then an Acting Company Officer will be moved up to Acting Capacity assignment and a Firefighter, Fire Medic will be hired back as long as a Lieutenant is not next on the list. Acting Company Officers will come off the current Lieutenant's List as stated in (Section 11.4).
- B. When a Battalion Chief is absent, the position may be covered by a Captain.
- C. Either a Battalion Chief or one Captain must be assigned to work a shift at all times.

Vacancies will be filled by personnel under the following guide lines:

- A. A Firefighter, Fire Medic or Lieutenant position may be filled by a Firefighter, Fire Medic or Lieutenant. If the Fire Medic is assigned to a required position on an ambulance a Fire Medic needs to be hired in replacement, however, if another Fire Medic is on duty for the length of the vacancy, who is not one of the required Medics on the ambulance, then the vacancy may be filled by a Firefighter, as long as a minimum of one Paramedic (Fire Medic or Lieutenant Medic) is maintained on each fire apparatus.
- B. Lieutenants may fill in only if there is an officer opening.

No employee will be permitted to work in excess of forty-eight (48) continuous shift hours of combined time including regular shift hours, overtime hours or shift trade hours.

If a twenty-four (24) hour shift vacancy exists, the qualified employee at the top of the list will have the choice of working the entire twenty-four (24) hour shift vacancy or share the shift with another employee or pass and stay at the top of the list.

If a partial shift vacancy exists, the qualified employee must accept or refuse the entire remainder of the shift.

Personnel shall not be hired back and will remain in position on the list when committed to a department function such as attending school, conducting public education, attending a drill, or any other activity that results in compensation from the department. Conversely, such commitments may not be cancelled in order to work a hire back.

Personnel have the option to take a hire back or be exempt, remaining in position, when off duty on the next regular shift with a Kelly day, vacation day or duty trade.

NOTE: Personnel held over during inter-station transfers occurring at shift change are selected to stand-by at the discretion of the station supervisor, based on the need to fill a particular apparatus assignment. The mandatory hire back list is not utilized for these short term hire back situations.

Mid-Shift Hire Back

If the Department decides to hire back for a shift which has already begun (mid-shift), then it will follow the procedure described in this paragraph, whenever feasible. When the Department decides to hire back mid-shift, it will issue a general page to all members of the bargaining unit. The employee, who responds to the page first and is qualified to fill the assignment, shall receive the hire back. The Department and the Union shall discuss any unforeseen implementation issues concerning this procedure during Labor Management meetings.

General Provisions

Nothing in this Agreement shall require the Department to interrupt work in progress at the end of an employee's normally scheduled shift (e.g., an ambulance run), provided that such a holdover does not affect that employee's position on the hire back roster. Absent emergency circumstances, employees shall not be scheduled to work more than 48 consecutive hours.

ARTICLE X
VACATIONS

Section 10.1. Vacation

All employees are eligible for paid vacation leave. The length of a vacation period is determined by the number of years an individual has been employed by the Village in accordance with the following accrual schedule:

| <u>Years of Service</u> | <u>Vacation Earned</u> <u>24 Hour Shifts/Year</u> |
|-------------------------|--|
| 1-4 years | 5-24 Hour Shifts |
| 5 years | 6-24 Hour Shifts |
| 6 years | 7-24 Hour Shifts |
| 7-9 years | 8-24 Hour Shifts |
| 10 years | 9-24 Hour Shifts |
| 11 years | 10-24 Hour Shifts |
| 12-19 years | 11-24 Hour Shifts |
| 20 or more years | 12-24 Hour Shifts |

Section 10.2. Vacation Accrual

Vacation days shall be taken in the year in which they accrue. In the year in which an employee reaches an anniversary date which would entitle him to additional vacation day(s) as set forth in Section 1 above, the employee shall be entitled to schedule and take the additional vacation during that calendar year.

A newly hired employee shall be entitled to schedule and take the pro rated amount of vacation days that have accrued or will be accrued for the balance of the calendar year in which the employee is hired.

The Fire Chief or his designee may grant permission for an employee to take up to five (5) days vacation time prior to the anniversary date on which it is earned, provided that such time is scheduled during the same calendar year in which it is earned. However, if an employee who takes vacation time in advance leaves the Village before he/she earns the vacation (before the anniversary date on which the additional leave time becomes effective) the employee's separation pay will be reduced to compensate for the unearned leave taken.

At least half (1/2) of an employee's earned vacation must be taken during the year for which it is earned. Vacation leave shall be taken by the employee upon approval of the Fire Chief or his designee at a time that will not interfere with the operation of the department.

In the case of a local civil emergency declared by the appropriate Village-level authority, the Fire Chief may cancel all approved vacation leaves in advance of their being taken. All cancelled vacation leave will be reimbursed to the employee at a later date.

Section 10.3. Vacation Pay

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the regular pay day applicable to that vacation day.

Section 10.4. Vacation Scheduling

Vacation picks shall be made between November 1 and December 15 for the following calendar year and the process shall commence promptly on the Battalion Chief's first duty day on or after November 1. If the employee fails to make his pick within twenty-four (24) hours after being notified that it is his turn to pick, the employee shall be bypassed until all remaining employees have made their vacation picks. Employees, including excluded Captain and Battalion Chief, shall be allowed to pick vacation by using the remaining slots after Kelly Days have been selected, provided that not more than three (3) officers may be off on vacation per duty day.

Vacation picks shall be selected by shift on the basis of Section 6.1 seniority. Employees shall have the right to select up to all of their vacation days. Captains and Battalion Chiefs excluded from the bargaining unit who are assigned to 24-hour shifts shall be included in this vacation selection process. Employees who do not select all of their earned vacation days may schedule them at a later date in accordance with current practice and subject to the provisions set forth below.

If an employee retires, is placed on disability retirement, is promoted, is shift changed or is otherwise terminated after the employee has made his vacation selection, the vacation days thus opened up shall be made available for selection by employees with reserve vacation days on the affected shift on the basis of inverse departmental seniority as long as a selection creates no hire back situations. An employee who has selected vacated vacation days shall not again be eligible to select vacated vacation days for the balance of that vacation year.

Definitions:

- **Current vacation:** assigned annually.
- **Reserve vacation:** unscheduled vacation time assigned in a prior year.
- **Mandatory vacation:** leave which must be scheduled during the upcoming calendar year; this includes at least one half (1/2) of current vacation as well as additional vacation necessary to limit reserve vacation to mandated levels.

Procedure Limitations:

- A maximum of five (5) employees may be scheduled off on leave per duty day during the annual leave scheduling process.
- A maximum of three (3) officers may be scheduled off on leave per duty day.
- If the employee fails to make his pick within twenty-four (24) hours after being notified that it is his turn to pick, the employee shall be bypassed until all remaining employees have made their vacation picks.
- A maximum of three (3) employees will be allowed to be off on a Kelly Day per duty day.

Annual Leave Scheduling:

Shift personnel are issued, in October, a summary of earned leave indicating:

- Reserve vacation days
- Newly assigned vacation days
- Total available vacation days
- Mandatory vacation (minimum) to be scheduled for the following year

First Selection – Current Vacation:

This selection at a maximum, may be the total current annual vacation assignment.

- Beginning with the most senior shift member and following with remaining personnel, each selects one block (consecutive days) of current vacation time. An employee may select all of his vacation time in one block of consecutive days or select any amount up to his total allotment as one block, then pass the calendar to the remaining personnel until all current vacation is scheduled. This process will continue until all current vacation is selected.
- An employee may select a vacation block that straddles his Kelly Day.

Second Selection - Reserve Vacation

Beginning with the most senior employee, any amount of reserve vacation may be scheduled in any number of blocks at one time.

Selection Request

Shift personnel shall complete the "Annual Leave Summary" form and submit it to the Battalion Chief. The Chief's Office will enter the data and return receipts for approved leave requests. It is the employee's responsibility to verify accuracy of the summary report and associated receipts.

Ongoing Leave Scheduling:

Vacation

Additional vacation may be scheduled after the annual leave scheduling process is complete as long as your selection does not require overtime/hire back due to unforeseen injuries or extended medical conditions.

- Vacation may be requested via the "Leave Report/Request form":
 1. until 17:00 on the duty day prior to the day requested;
 2. after 07:00 on the day requested.
- Vacation must be used in 24 hour increments.

Section 10.5. Limitation on Carry-Over of Vacation

An employee may accumulate unused vacation time beyond the calendar year for which it is earned. The maximum accumulation of unused vacation time is fifteen (15) shifts. Unused vacation above fifteen (15) shifts will be deleted from the individual's leave record. This calculation will be done on January 1. However, the employee will be monetarily reimbursed for that time at the current salary rate and in taxable form through the normal payroll process with appropriate pension deductions. An employee may cash out any carried over vacation days accrued as of December 31 of the previous year in accordance with Village procedures.

ARTICLE XI SALARIES AND OTHER COMPENSATION

Section 11.1. Salaries

Effective January 1, 2006 and each January 1 thereafter, employees covered by this Agreement shall be paid in accordance with the following schedules:

2006 Salary

| <u>Firefighter</u> | | <u>Paramedic</u> | | <u>Lieutenant</u> | |
|--------------------|---------------|------------------|---------------|-------------------|---------------|
| <u>Step</u> | <u>Amount</u> | <u>Step</u> | <u>Amount</u> | <u>Step</u> | <u>Amount</u> |
| 1 | 51,520 | 1 | 54,188 | 1 | 61,983 |
| 2 | 54,092 | 2 | 56,893 | 2 | 65,081 |
| 3 | 56,800 | 3 | 59,749 | 3 | 68,339 |
| 4 | 59,641 | 4 | 62,738 | 4 | 71,760 |
| 5 | 62,616 | 5 | 65,875 | 5 | 75,342 |
| 6 | 65,755 | 6 | 69,161 | 6 | 79,112 |
| 7 | 69,039 | 7 | 72,622 | 7 | 83,072 |

2007 Salary

| <u>Firefighter</u> | | <u>Paramedic</u> | | <u>Lieutenant</u> | |
|--------------------|---------------|------------------|---------------|-------------------|---------------|
| <u>Step</u> | <u>Amount</u> | <u>Step</u> | <u>Amount</u> | <u>Step</u> | <u>Amount</u> |
| 1 | 53,452 | 1 | 56,220 | 1 | 64,307 |
| 2 | 56,120 | 2 | 59,026 | 2 | 67,522 |
| 3 | 58,930 | 3 | 61,990 | 3 | 70,902 |
| 4 | 61,878 | 4 | 65,091 | 4 | 74,451 |
| 5 | 64,964 | 5 | 68,345 | 5 | 78,167 |
| 6 | 68,221 | 6 | 71,755 | 6 | 82,079 |
| 7 | 71,628 | 7 | 75,345 | 7 | 86,187 |

2008 Salary

| <u>Firefighter</u> | | <u>Paramedic</u> | | <u>Lieutenant</u> | |
|--------------------|---------------|------------------|---------------|-------------------|---------------|
| <u>Step</u> | <u>Amount</u> | <u>Step</u> | <u>Amount</u> | <u>Step</u> | <u>Amount</u> |
| 1 | 55,456 | 1 | 58,328 | 1 | 66,719 |
| 2 | 58,225 | 2 | 61,239 | 2 | 70,054 |
| 3 | 61,140 | 3 | 64,315 | 3 | 73,561 |
| 4 | 64,198 | 4 | 67,532 | 4 | 77,243 |
| 5 | 67,400 | 5 | 70,908 | 5 | 81,098 |
| 6 | 70,779 | 6 | 74,446 | 6 | 85,157 |
| 7 | 74,314 | 7 | 78,170 | 7 | 89,419 |

Section 11.2. Salary Step Increases

New employees are eligible for a pay increase to the next higher step of the appropriate pay range according to the schedule above in Section 1. This pay increase is not to be construed as a certification of performance or as an indicator of completion of the work analysis period. The date on which this first pay increase becomes effective is dependent upon the employee's starting date in the Village service.

- 1) Those beginning their employment between July 1 and the following December 31, will be eligible to begin earning their first one-step pay increase effective the first day of the month following satisfactory completion of six months on the job.
- 2) Those beginning their employment between January 1 and the following June 30, will be eligible to begin earning their first one-step salary increase effective the first day of the next fiscal year (the following January).
- 3) All remaining step increases are made effective at the beginning of each fiscal year, starting January 1 and ending December 31.

Salaries in Promotion:

When an employee is promoted, his or her rate of pay in the new position will be adjusted for that step in the salary range for the new position which is closest to a minimum of five percent above his or her rate of pay prior to promotion.

When a pay increase is awarded as a result of promotion, it will be made effective on the first payroll following the date of the promotion.

Section 11.3. Longevity Pay

The Village's longevity plan provides an annual indexing adjustment. The index number is the September Consumer Price Index for urban wage earners for the Chicago area. This index is applied to the following year's longevity schedule.

Longevity will be paid in December of each year. Employees will receive their full longevity amount based upon the number of years completed as of December 31 of the current year. Appropriate federal and state taxes will be withheld from the longevity check.

2007 Longevity Schedule

| <u>Years of Service</u> | <u>Amount</u> |
|-------------------------|---------------|
| 7 | \$666.50 |
| 8-9 | \$801.06 |
| 10-11 | \$867.28 |
| 12-13 | \$937.18 |
| 14 | \$999.49 |
| 15 | \$1,260.22 |
| 16-17 | \$1,327.76 |
| 18 | \$1,407.35 |
| 19 | \$1,460.75 |
| 20 or more | \$1,589.54 |

Section 11.4. Pay When Serving in Acting Capacity as a Lieutenant

Employees, who are assigned to serve in acting capacity as a Lieutenant, shall be paid an additional \$3.00 an hour, for all hours worked in such acting capacity.

In making acting assignments to serve in acting capacity as a Lieutenant, the Battalion Chief shall give first consideration to employees on the current Lieutenant Eligibility List by highest ranking order that are on duty. If there is no such employee on duty on the current Lieutenant Eligibility List, the position can then be filled by another employee.

Section 11.5. Holiday Pay

In lieu of holiday time and/or premium pay, covered employees will be paid two and one-half percent (2.5%) of their annual salary by separate check with all applicable deductions with the first paycheck of the month of each December..

**ARTICLE XII
INSURANCE AND OTHER BENEFITS**

Section 12.1. Comprehensive Medical Program

A comprehensive medical program selected by the Village, will be provided during the term of this Agreement; provided, however, the Village reserves the right to amend, revise, add or delete, or change in any manner the substances or practices of insurance benefits (e.g. to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate) as long as the new basic coverage and basic benefits are substantially similar to those in effect when this Agreement is signed. Such changes shall include those recommended by the Plan Administrator or the Village's Insurance Consultant in order to maintain sound fiscal funding or to adopt generally recognized cost containment measures and shall be presented to the Union for review and discussion prior to implementation.

Health Care Benefits

The Village currently provides three (effective 2007) health care plans to meet specific individual and family needs. Beginning in January 1, 2007, all full-time employees may be required to pay a percentage of the premium costs for employee and dependent coverages in accordance with the following chart.

| <u>Plan</u> | <u>Percentage of Premium Paid by Employee</u> | |
|------------------------|---|-------------|
| | <u>2007</u> | <u>2008</u> |
| HMO (BCBSIL) | 0% | 0% |
| PPO-I (BCBS) (Current) | 10% | 15% |
| PPO II (BCBS) | 5% | 8% |

A summary of the current plan design of each program is attached at Appendix C.

The choice of plans must be exercised during the Village's open enrollment period which is noticed and held annually.

Health Insurance Buy-Back Program

Any employee who does not want to be covered by a Village health insurance plan may decline the coverage and will be paid an annual lump sum payment of \$1,000. If a Village employee with family coverage finds an alternative for dependent coverage but wishes to stay on the plan with single coverage, the reimbursement is \$700. All payments are subject to normal withholdings. For more detailed information about this program, please contact the Human Resources Department.

Section 12.2. Dental Care

The Village provides a reimbursement plan for full-time employees and eligible dependents. It covers 50% of dental expenses not covered by a health insurance plan, up to a maximum of \$3,000 per family per calendar year (total reimbursement to employee is \$1,500). The program has been designed to insure that all employees have equal access to reimbursement funds. For more detailed information, please contact the Human Resources Department after following the department's communication procedures.

The Village shall have the right to change dental plans, including dental plan providers, during the term of this Agreement so long as the dental plan offered to employees in the bargaining unit is the same as the plan available to other regular full-time non-represented Village employees generally. The plan year runs from January 1 through December 31, and all dental services must be rendered within the plan year; however claims can be submitted until March 31 of the following year.

Section 12.3. Terms of Policies to Govern

The extent of coverage under the insurance policies referred to in Section 1, 2 and 5 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 12.4. Right to Maintain Coverage While on Unpaid Leave or on Layoff

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 12.5. Life Insurance

Life insurance is provided for all employees. The amount of insurance is \$50,000 prior to age seventy and \$7,500 at age seventy and older. This insurance coverage ceases upon separation from Village service.

Section 12.6. Retirement/Service Recognition Payment

The employee will receive after completion of twenty-five (25) or more consecutive years of service to the Village, a payment that is equal to one month's salary at the employee's rate of pay at retirement.

Section 12.7. Death Benefit

In the event of the death of an employee, a death benefit payment, equal to one month's salary at the employee's rate of pay just prior to death, will be given to the employee's designated recipient or to their estate.

Section 12.8. Health Insurance Committee

The Union President shall be permitted to appoint two (2) representatives to any Village Health Insurance Committee, which shall review the Village's insurance plan(s) in terms of existing coverage and benefits and to consider possible alternatives and cost containment measures. Employees appointed to this Committee shall remain in pay status during any meetings of the Committee. The Village shall provide the Union with advance notice of all Health Insurance Committee meetings. The Committee is charged with making recommendations regarding plan coverage and cost containment measures, subject to the approval of the Union and the Village.

Section 12.9. Educational Assistance Program

Bargaining unit employees who have completed probation are eligible for participation in the Village Educational Assistance Program. Under this program, the Village will participate with the employee in bearing the cost of academic and/or technical courses which have some apparent beneficial relationship to the performance of the employee's duties. Please see the Employee Handbook for a detailed review of this program in its totality.

Section 12.10. Employee Assistance Program

The Village of Glenview provides an Employee Assistance Program (EAP) for all bargaining unit employees and their immediate families. The purpose of the program is to provide employees and their family members with a method of obtaining professional assistance to help resolve difficult personal problems such as family, marital, emotional, alcoholism, drug abuse, legal, or financial difficulties. There is no charge for an initial interview or conversation with the EAP.

An employee or family member who desires confidential assistance for a personal problem should contact the employee assistance counselor. The counselor will either provide the necessary information or assistance over the telephone or will arrange an appointment for further confidential consultation. All contacts, verbal or written communications or reports between the employee or family member and the counselor will be held in strict confidence unless the employee or family member requests, through a signed waiver, that the Village be notified.

The Village may refer an individual to the EAP if a particular on-the-job incident indicates the possible presence of a personal problem, or if there is a decline in work performance on the part of the employee.

Section 12.11. Section 125 Plan

The Village of Glenview offers a benefit that will assist individuals in reducing the cost of dependent care expenses and uninsured medical costs. The Section 125 Plan gives participants a choice between taxable cash and pre-tax payment of non-taxable expenses. When participants pay for eligible, non-taxable expenses with pre-tax compensation, they receive the benefit of immediate tax relief. The structure and regulations of the plan are determined by IRS rules.

Section 12.12. Deferred Compensation Plan

The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

ARTICLE XIII DRUG AND ALCOHOL TESTING OF EMPLOYEES

Section 13.1. Drug and/or Alcohol Testing of Employees

The Village may require an employee to submit to a urine and/or blood test where there is reasonable suspicion to suspect that the employee is improperly using drugs and/or alcohol, impaired while on duty or in violation of this Article. The Village may also require an employee to submit to a urine and/or blood test during an employee's probationary period and/or if the employee is involved in an on-duty traffic accident resulting in bodily injury and/or significant damage to Village property. For the purposes of this Section, significant damage to Village property shall be defined as damage in the amount of \$10,000 or more. Nothing in this Article shall limit the Village from conducting across-the-board drug testing of employees during their annual physical. The parties agree that an employee's refusal to submit to a drug and/or alcohol test shall be cause for discipline, including termination.

Section 13.2. Testing Procedures

The Village shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine shall not be directly witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure.

A. Drug Testing/Positive Result

If the initial drug screening test results in a positive finding based upon the "initial drug test level" cut-off standards utilized by the U.S. Department of Health and Human Services on the effective date of this Agreement, a GC/MS confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee along with such other information as is required to assure the employee that the test was properly conducted. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense.

B. Alcohol Testing/Positive Result

For purposes of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive, and results showing an alcohol concentration of less than .02 shall be considered negative. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee along with such other information as is required to assure the employee that the test was properly conducted.

Section 13.3. Prohibitions

The Village and the Union agree that the use of proscribed drugs, abuse of prescribed drugs, as well as having alcohol or proscribed drugs in the blood while on duty shall be cause for discipline, including termination. The parties also agree that the consumption or possession of alcohol or proscribed drugs at any time during the work day or anywhere on Village premises or job sites, including Village buildings, properties, vehicles and personal vehicles used while on Village business shall be cause for discipline, including termination. The parties further agree that employees shall report to their supervisor any adverse side effects of medication or prescription drugs which employees may be taking.

Section 13.4. Treatment

A. Voluntary Reporting

Any employee who voluntarily admits to the Chief his/her abuse of or dependence upon drugs or alcohol shall agree to participate in a mutually acceptable treatment program and after care, as prescribed by the appropriate treatment professional, and shall not be disciplined for such use or dependence. The employee shall also agree to submit to on-duty random drug and/or alcohol testing for a period of twelve (12) months. The opportunity for voluntary treatment shall be granted for any employee prior to the initiation of testing procedures and who is not involved in any drug/alcohol related criminal activity. Employees who are determined to be unfit for full duty will be immediately placed in a non-duty status. Non-duty status may include, but is not limited to: sick leave, administrative leave, vacation or leave without pay.

B. Rehabilitation

Following a positive test result, one opportunity for rehabilitation (rather than discharge) shall be granted for any employee who is not involved in any drug or alcohol related criminal activity and prior to the initiation of an investigation of the employee's use or sale of a controlled substance by any competent state or federal authority provided the employee signs a last chance agreement containing the following:

1. The employee agreeing to appropriate treatment as determined by the appropriate treatment professional involved;
2. The employee discontinuing the use of illegal drugs or consumption of alcohol;
3. The employee completing the course of treatment prescribed, including an "after-care" program for a period of at least twelve (12) months; and

4. The employee agreeing to submit to unlimited random testing at any time, including off duty hours, during the period of treatment and "after-care."

Employees who do not agree to, and act in accordance with the foregoing shall be subject to discipline, up to and including discharge. Employees who are determined to be unfit for full duty will be immediately placed in a non-duty status. Non-duty status may include, but is not limited to: sick leave, administrative leave, vacation or leave without pay.

ARTICLE XIV **MISCELLANEOUS**

Section 14.1. Gender of Words

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

Section 14.2. Medical Examinations

A health history review and system specific physical examination shall be performed annually.

Stress testing begins at age 40. Stress testing frequency increases with age, cardiac history, other medical/family history and number of risk factors (smoking, obesity, cholesterol/hyperlipid and hypertension).

Section 14.3. Rules and Regulations

Employees shall be required to comply with all rules and regulations, policies and procedures of the Fire Department assuming such are not inconsistent or in conflict with the terms of this Agreement.

Section 14.4. Residency Requirements

Residency within the Village or any specific distance from the Village is not a prerequisite for initial or continued employment.

Section 14.5. Secondary Employment

The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs and that if there is any conflict between their primary jobs with the Village and any secondary employment, the conflict shall be resolved in favor of the primary job. Accordingly, all secondary employment (including self-employment), including any changes in the nature and/or extent of such employment, shall be subject to the approval of the Fire Chief; provided that such approval shall not be arbitrarily and unreasonably withheld.

Section 14.6. Ratification and Amendment

This Agreement shall become effective when ratified by the Village Board and the bargaining unit membership and signed by the authorized representatives thereof and may be amended only by written mutual agreement of both parties. Each party warrants to the other to take all steps necessary to insure that the terms hereof are binding on themselves and their successors.

Section 14.7. Personnel Changes

The Village agrees to provide the Union President with timely written notification of the following personnel changes affecting bargaining unit employees: appointment of new employees, promotions, suspensions, terminations (including the retirement of employees), non-duty related disability leaves, and approved unpaid leaves of absence.

Section 14.8. Changes in Union Leadership

The Union agrees to notify the Village of any changes in Local Union leadership.

Section 14.9. Access to Personnel File

Except for confidential material which, by law, an employer is not required to make available, an employee shall have the right, upon reasonable request, to review the materials in his official personnel file which shall be maintained by the Village, provided that no document shall be marked, altered or removed. If a request is made, the employee shall reimburse the Village for the reasonable cost of copying any such documents. Nothing herein shall require the Village to collate or compile any information.

Effective the day after this Agreement is ratified by both parties, if any document is placed in one of the foregoing files that is adverse to the employee, the employee shall be provided with a copy of said document.

Except as modified by the foregoing paragraphs, nothing in this Agreement shall be construed to preclude the applicability of the Personnel Record Review Act, 820 ILCS 40/1, *et seq.*

Section 14.10. Physical Fitness

Employees shall be required to exercise one (1) hour during their normal work day provided, however, it does not interfere with the operations of the Fire Department.

Section 14.11. Job Duties

The primary job duties of employees covered by this Agreement shall be (1) fire suppression, prevention, and extinguishment; (2) normal and routine maintenance of equipment, fire station and grounds, including plowing snow from fire station aprons and fire station parking lots, plowing snow to provide access for fire department equipment on emergency calls, routine maintenance of the fire station living quarters; (3) emergency medical services; (4) hazardous materials incident management; and (5) print shop operations. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees new or different job duties and job functions as long as they are reasonably related to those set forth above in (1) through (5). Job duties described in (2) above shall normally be performed between the commencement of the tour of duty and 4:00 p.m. Employees will not be required to perform non-essential duties outdoors during extreme weather conditions.

Nothing herein shall interfere with the right of employees to volunteer, or the Village's right to ask for volunteers to perform job duties unrelated to the primary job duties set forth above, but the employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline.

Section 14.12. Credit for Village Service in Non-Bargaining Unit Positions

If a Village employee is employed by the Village full-time in a non-bargaining unit position and is subsequently employed in a position covered by this Agreement without any break in the continuity of Village service, the employee shall be credited for such prior full-time Village service in determining eligibility for the number of vacation days.

Section 14.13. Performance Evaluations

The performance of each employee shall be evaluated at least once each calendar year. Such performance evaluations shall be in writing and shall be done by officer(s) who have a reasonable familiarity with the employee's job performance during the period covered by the evaluation, subject to review and approval by the Fire Chief or his designee. The employee shall be provided with a written copy of the performance evaluation and the employee shall sign the evaluation acknowledging that the employee has received a copy of his evaluation and has read it. Within seven (7) days after receiving the written performance evaluation, the employee may submit a written response or rebuttal to the evaluation. If such a written response/rebuttal is submitted in a timely fashion, it shall be included in the employee's personnel file along with the performance evaluation.

Section 14.14. Joint Safety Committee

It is the desire of the Village and the Union to maintain the highest standards of safety and health in order to minimize the risk of accidents, injuries and illness in the fire service.

To that end, each party shall appoint up to three (3) representatives to a Joint Safety Committee. The Union President shall notify the Fire Chief of the Union Committee members appointed. Other people may be allowed to attend meetings to speak on specific topics. This Committee shall meet quarterly (or more or less frequently if needed) to discuss safety and health conditions. Such meeting should be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "Joint Safety Committee Meeting," and expressly providing the agenda for such meeting. Employees appointed to this Committee shall remain in pay status during any meetings of the Committee. Employee representatives to the Committee will also be allowed reasonable time on duty to investigate safety conditions. In addition to other safety-related matters, the Committee members shall, where necessary, conduct inspections of equipment and apparel, and prepare joint or separate reports concerning same for submission to the Chief. The Chief shall report in writing to the Committee concerning any recommendations made to him/her either jointly or separately by the Committee, including reasons for implementing, not implementing, or modifying any recommendations.

Section 14.15. Distribution of Agreement

The Village agrees to duplicate at its expense enough copies of the Agreement for each member of the bargaining unit, with the understanding that the Union shall have the responsibility of distributing a copy of the Agreement to all employees covered by this Agreement after its ratification by both parties. During the term of the Agreement, the Village shall have the responsibility of distributing a copy of the Agreement to any new employees who are hired into positions covered by this Agreement.

Section 14.16. Assignments and Transfers

- A. **Permanent assignments:** The Village agrees that permanent job positions shall be defined as all bargaining unit job positions which are covered by the terms of this Agreement and established by the Village's budget and are tenured on the effective date of this Agreement.

- B. **Mass shift transfers:** Employees shall be involuntarily changed between shifts no more than once every two (2) years except as outlined in this Section. Any employee whose shift will be involuntarily changed shall be given thirty (30) days notice and the shift changes will occur in mid-January. When involuntary shift transfers occur, any employee who will be scheduled to work more hours than his previous shift would have worked in FLSA cycle, he shall be compensated at overtime for those extra hours. Any employees who work back to back shifts due to an involuntary shift transfer will be compensated with a 24 hour duty day off that same week or be paid overtime for the extra duty shift.

- C. **Voluntary transfers:** Employees of equal rank and/or qualifications may request to change shifts once a year in January. When two employees mutually agree to change work shifts they shall submit their request to the Fire Chief or his designee on or before November 15th. A request for shift changes shall be subject to the discretion of the Fire Chief or his designee and approval or denial shall be returned to the employees affected by December 1st. Voluntary changes shall not obligate the Village to any additional cost.

- D. **Emergency Transfers:** When the need arises for emergency transfers due to long term illness, injury, extended leave or other unforeseen reasons, the Village may transfer an employee. When an emergency transfer is contemplated, the Village shall attempt to find a qualified employee who will agree to change shifts. If no employee volunteers, the Village can assign an employee. The least senior employee shall be considered, where practicable. Employees who are moved for this purpose shall be compensated as outlined in this Section and any previously approved vacation time period will be granted, even if there is another employee on approved leave. If it becomes necessary for an emergency transfer to occur more than once in a year, the Village shall attempt to rotate who is moved.

- E. The Village further agrees that no employee shall be transferred for disciplinary reasons.

Section 14.17. Smoking

Employees covered by this Agreement are prohibited from smoking inside any Glenview Fire Department building. Smoking is permitted on the property, but the individual may be no closer than fifteen (15) feet from the building. Smoking is prohibited in Department vehicles. In no event, however, may an employee smoke during an event open to the public, such as a tour, open house, public education, block parties and like events.

Section 14.18. Staffing

The Village will continue to make reasonable efforts to assure that sufficient personnel will be maintained on duty and available for response with the apparatus to alarms and calls for service.

The Village and the Union agree to the following guidelines:

- 1) Three (3) persons will respond on each primary response unit engine, truck, and/or squad. The only exceptions to the above will be; reductions in company staffing due to emergency calls, Village scheduled physicals, injury, illness or personal emergencies while on duty. The Village agrees to begin to fill the vacancy within three (3) hours of the occurrence. If a primary response unit is manned with only two (2) personnel, it will respond with another unit with at least three (3) personnel except for Emergency Medical Assist responses other than accidents. The Village agrees that no more than one (1) station will be affected by this procedure at any given time.
- 2) The Village and the Union agree that on major emergency calls for secondary units and requests for special equipment, less than three (3) persons may be used.
- 3) Staffing of advanced life support and advanced life support units follow Illinois Department of Public Health standards and standards of the Emergency Medical Service System under which the Village operates.

Section 14.19. Union Business

Up to two (2) members of the Union negotiating committee shall be granted leave from duty with pay for all meetings between the Union and the Village for the purpose of negotiating the terms of an agreement, when such meetings take place at a time which such members are scheduled for duty, provided, however, that such leave does not significantly interfere with the operations of the Fire Department.

A member of the Union grievance committee shall be granted leave from duty with pay for all meetings between the Union and the Village for the purpose of processing grievances, when such meetings take place at a time which such members are scheduled for duty, provided, however, that such leave does not significantly interfere with the operations of the Fire Department.

Elected officers of the Union and up to four (4) Committee Chairs shall be able to make arrangements with other members to work in their place to conduct Union business with shift trade paperwork marked Union shift trade as long as the employees are of equal qualifications and the Battalion Chief or Acting Battalion Chief is notified as far in advance as possible and as long as no employee exceeds the maximum of forty-eight (48) hours of consecutive duty.

Section 14.20. New Rules

The Village agrees to notify the Union in advance of promulgating or implementing any new or revised Village ordinances, rules and regulations, or Board of Fire and Police Commissioners rules and regulations that impact employees' wages, hours, and terms and conditions of employment. Any rules which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Labor Relations Act shall be brought to the Union sufficiently in advance to allow the Union an opportunity to review and negotiate over the proposed change.

Section 14.21. New Hire Orientation

Upon request of the Union, all new employees will be permitted to meet with a Union representative during new hire orientation for a period up to two (2) hours for the purpose of learning about the contract and their rights under it, provided, however, that the meeting does not interfere with the operations of the Fire Department.

Section 14.22. Prevailing Rights

All rights, privileges or benefits enjoyed by employees at the present time shall remain substantially unchanged for the term of this agreement provided: (1) they are mandatory subjects of bargaining; (2) they are inconsistent with or not covered by this Agreement, including the management right clause; and (3) the parties have not agreed in writing to change them.

Section 14.23. Uniforms and Equipment

The Village will provide new employees and current employees with uniforms and firefighting turnout gear by a Quartermaster System, at no cost to the employee in accordance with Department Policy. In addition to turn-out gear, standard duty uniform, Class A uniform, fatigue wear and miscellaneous items, employees shall receive annually \$100 for shoes or boots.

The type, style, and/or color of uniforms and turnout gear shall be reasonably determined by the Fire Chief/Uniform Committee. The Fire Chief may establish reasonable rules and policies concerning the use and wearing of uniforms and equipment.

Replacement Procedure:

When requesting the replacement of an item covered by the Quartermaster System, the employee will submit a "Request for Replacement" form to the Fire Chief or his designee. This form will include the date, employee's name, item(s) to be replaced with appropriate sizes and will be signed by the employee. If the Fire Chief or his designee approves the "Request for Replacement" form, the item will be ordered by the Department on a quarterly basis. It is understood that item(s) may be appropriately repaired rather than replaced if, in the judgment of the Fire Chief or his designee, it is reasonable to repair the item.

Pursuant to the foregoing replacement procedure, the Department will replace Quartermaster items and turnout gear listed above through vendors selected by the Department, provided that the employee must first turn in worn out/damaged uniform and equipment items to the Fire Chief or his designee. Any such item which is lost or misplaced shall be replaced by the employee at his expense; provided that if the employee is able to establish to the reasonable satisfaction of the Battalion Chief that any such item has been lost or misplaced during the performance of emergency duties or while in training due to circumstances beyond the employee's reasonable control, the employee shall not be required to pay for the replacement.

If the Fire Chief decides to change the type, style or color of any uniform item which the Fire Chief requires employees to wear, the Department shall provide these items at no expense to the employee.

ARTICLE XV **PROMOTIONS**

Section 15.1. General

All promotions to the rank of Lieutenant and Captain shall be conducted in accordance with the Fire Department Promotion Act, 50 ILCS 742/1 *et seq.* (the "Promotion Act"). A copy of the Promotion Act is attached as Appendix A. Except as modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Promotion Act.

Section 15.2. Eligibility

Eligibility for promotions will be based on the Board of Fire and Police Commission Rules and Regulations setting forth prerequisites for testing. To be eligible to test for promotion to Lieutenant, Firefighters must complete five (5) years in rank by the date the exam notice is posted. To be eligible to test for promotion to Captain, Lieutenants must complete one (1) year in rank. In no event, will an exam notice be posted in excess of 180 days prior to the first testing component. Service in the Fire Prevention Bureau shall not be a requirement of promotion to Lieutenant or Captain.

Section 15.3. Components and Scoring

The components of the test will be scored and posted in order, as provided by this Article, with each component score posted prior to the next component. All raw scores shall be multiplied by the weighting factor listed.

Order of Component Weighting Posting Factor:

1. Seniority (five (5) point per year, up to a maximum of 20 years of full-time service; 0 to 100 possible. (.1 (10%))
2. Ascertained Merit (for a list of criteria see Appendix B); 0 to 100 points possible. (.1 (10%))
3. Subjective Evaluation Score (see below for included sections); 0 to 100 points possible. (.40 (40%))
4. Written; 0 to 100 points possible. (.40 (40%))

For Captain, the weight given the subjective evaluation score shall be 45% and the weight given the written test shall be 35%.

Breakdown of portions of the subjective evaluation total and their weight:

| | |
|--|-----|
| Assessment center process (0 to 100 points possible) | .25 |
| Assessment center process (0 to 100 points possible) | .25 |
| Assessment center process (0 to 100 points possible) | .25 |
| Administrative points | .25 |

For Captain, no fewer than two assessment centers shall be utilized. If two are utilized, the weight of each subjective element shall be equal. If more than three assessment center processes are utilized, the weight of the score for each process shall be equal, but the weight for administrative points shall not be reduced below .25.

The assessment center processes shall be administered by outside agencies and may include, but not be limited to: tactical evaluation, writing exercise, group problem solving, oral interviews and leaderless group exercises. The items included in the assessment center process shall be identified at least ninety (90) days prior to the exam at the time the exam notice is posted.

All candidates shall be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test.

Section 15.4. Written Exam Review

Candidates shall have the right to review their test scores immediately upon completion of grading if the tests are graded on site, or when the tests are returned to the Village from an offsite testing agency. Upon request, the Village shall make the individual responsible for test construction and/or grading available after test scores are received to answer questions from candidates.

ARTICLE XVI **LABOR-MANAGEMENT MEETINGS**

Upon mutual agreement of the parties, the President of the Union and the Fire Chief or their designees shall meet to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other Union representatives (not normally to exceed two (2)) to attend such meetings. The Fire Chief may invite other Village representatives (not normally to exceed two (2)) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) days prior to the date of the meeting. The parties agree to inform each other who will attend the meeting at least three (3) days prior to the date of the meeting. This Article shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If any labor-management meeting is scheduled during working hours of an employee, such employee shall be released from duty to attend such meeting without loss of pay, provided, however, that the meeting does not interfere with the operations of the Fire Department.

ARTICLE XVII
MAINTENANCE OF SUPPLIES

The Village shall maintain in working condition station appliances and furniture purchased by the Village, including such items located in the kitchen, living quarters, dormitories and utility rooms. The Union shall join the Village in making every effort to properly maintain and prevent from damage, either intentional or accidental, the appliances, furniture and other equipment furnished by the Village for the use of employees. The Union further agrees to continue to encourage employees to use the items provided for their convenience in a responsible manner and where possible, to assist in minor repairs to maintain such items in working order where such repairs are not normally handled by the mechanic or by other firefighters performing special repair services. The Village will not be responsible for the replacement or repair of items brought onto the premises by employees and not purchased or obtained by the Village. The Village shall also maintain adequate supplies of such items as: cleaning materials, coffee, tea and hot chocolate at all stations.

ARTICLE XVIII
EMPLOYEE DISCIPLINE

Section 18.1. Employee Rights

Employees shall have all rights as set forth in 65 ILCS 5/10-2.1, 1-17, to have their discipline cases reviewed by the Board of Fire and Police Commissioners. Employees shall have the alternative right to file grievances in accordance with the terms of this Agreement for discipline cases. The grievance procedure in this Agreement and the hearing process under the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police Commissioners. Furthermore, the filing of a grievance involving employee discipline shall act as a specific waiver before the Board of Fire and Police Commissioners and a form containing such specific waiver shall be executed by the Union and the involved employee before a grievance may be filed under the Agreement. Probationary employees may be disqualified or discharged with or without cause and without recourse to either grievance arbitration or the Board of Fire and/or Police Commissioners. The Village agrees that non-probationary employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices (for personnel in the bargaining unit) shall be provided to the Union.

Hearings before the Board of Fire and Police Commissioners, if any, shall be conducted under the applicable rules and regulations of the Commission and the applicable statute.

Hearings before an arbitrator selected under the grievance procedures shall be conducted under the terms of this Agreement.

Section 18.2. Employer's Authority

Nothing in this Agreement shall limit the right of the Fire Chief to suspend an employee for not more than five (5) consecutive days under 65 ILCS 5/10-2.1-1 *et seq.*, regardless of which forum the employee may select in which to contest the disciplinary action at issue.

ARTICLE XIX
ENTIRE AGREEMENT

This Agreement supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term unless otherwise provided herein.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered by this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement, provided the Union, upon notification, makes a timely and proper request to bargain over the change being considered by the Village.

ARTICLE XX
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this Agreement.

ARTICLE XXI
DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of the day after the Agreement is executed by both parties and shall remain in full force and effect until December 31, 2008. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date unless another time is mutually agreed to.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures:

FOR THE EMPLOYER:

FOR THE UNION:

Kerry D. Cummings
Village President

Brian M. Murphy
President

Date: 04-04-07

Date: 03/30/07

Todd G. Hill
Village Clerk

Secretary

Date: 04-04-07

Date: _____

APPENDIX A
PROMOTION ACT

LOCAL GOVERNMENT
(50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a

written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and

applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion

list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (e) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that

rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the

discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used,

actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)

Sec. 900. (Amendatory provisions; text omitted).

(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

APPENDIX B

ASCERTAINED MERIT CRITERIA

Ascertained Merit points shall be awarded in the three (3) categories listed below. Each category is valued as follows: Category 1 equals up to fifty (50) points; Category 2 equals up to twenty five (25) points; and Category 3 equals up to twenty five (25) points.

Category 1 (up to fifty (50) points maximum): Illinois State Certifications, each item is valued at two and one half (2.5) points.

- Fire Officer II, either Certified or Provisional for Lieutenant candidates only
- Fire Officer III, either Certified or Provisional
- Fire Service Instructor II (only if NOT already Fire Officer II)
- Fire Service Instructor III (only if NOT already Fire Officer III)
- Fire Prevention Officer I
- Juvenile Firesetter Intervention Specialist
- Public Fire and Safety Educator II
- Public Fire and Safety Educator III
- Fire Investigator
- Fire Inspector II and Plan Examiner
- Fire Inspector III and Plan Examiner
- HAZMAT Technician A
- HAZMAT Technician B
- Chemistry of HAZMATS
- HAZMATS Incident Command
- Technical Rescue Awareness
- Rescue Specialist-Confined Space Operations
- Rescue Specialist-Confined Space Technician
- Trench Operations
- Trench Technician
- Rescue Specialist-Vertical I (or Rope Operations)
- Rescue Specialist- Vertical II (or Rope Technician)
- Structural Collapse Operations
- Structural Collapse Technician
- Vehicle & Machinery Operations
- Vehicle & Machinery Technician
- IDPH EMT-Paramedic
- IDPH EMS Instructor

Category 2 (up to twenty five (25) points maximum): Course Work in Applicable Subjects and Skills Related to the Fire Service.

Points allocated as follows for each recognized event or occurrence: one (1) point for each recognition attained during the three (3) year period prior to the date of examination. All recognitions prior to the three (3) year period shall be calculated at one half (.5) point each. Recognitions consist of documentation or certification describing the activity delivered by a local, state, and/or nationally recognized association or organization providing appropriate and applicable fire service or EMS-related training and education.

Category 3 (up to twenty five (25) points maximum: Highest Applicable Formal Education.

| | |
|---------------------|-------------------------|
| Associate's Degree: | ten (10) points |
| Bachelor's Degree: | fifteen (15) points |
| Master's Degree: | twenty (20) points |
| Doctorate Degree: | twenty five (25) points |

APPENDIX C
HEALTH INSURANCE

PLAN ENHANCEMENT!
Dependent Age Limit
is now Age 24 (through the
age of 23) for all three
medical plans regardless of
student status

Benefit Schedule Comparison

Medical Plans

| | BlueCross BlueShield Medical PPO Option 1 (similar to CoreSource/PHCS PPO) | BlueCross BlueShield Medical PPO Option 2 (new offering January 1, 2007) | BlueCross BlueShield Medical HMO |
|--|--|--|---|
| Lifetime Maximum | \$2,000,000 | \$3,000,000 | Unlimited |
| Coinsurance | | | |
| Network | 90% | 90% | N/A |
| Non-Network | 70% | 70% | |
| Deductible | | | |
| Network | \$100 individual / \$300 family | \$250 individual / \$500 family | N/A |
| Non-Network | | \$600 individual / \$1,200 family | |
| Out-of-Pocket (includes deductible) | | | |
| Network | \$1,000 individual (no limit) | \$1,000 individual / \$3,000 family | N/A |
| Non-Network | | \$3,000 individual / \$6,000 family | |
| Office Visit Copay | | | |
| Network | Deductible applies, 90% | \$10 Copay Primary \$20 Copay Specialist | \$20, then 100% |
| Non-Network | Deductible applies, 70% | Deductible applies, 70% | Not covered |
| Hospital Care | | | |
| Network | Deductible waived, 100% with authorization | Deductible applies, 90% with authorization | 100% |
| Non-Network | Deductible applies, 70% with authorization | Deductible applies, 70% with authorization | Not covered |
| Hospital Emergency Care | | | |
| Network | Deductible waived, 100% | 100% after \$75 copay (waived if admitted) | 100% after \$75 copay (waived if admitted) |
| Non-Network | | | |
| Other Covered Services | | | |
| Network | Deductible applies, 90% | Deductible applies, 90% | 100% after applicable office copay |
| Non-Network | | | Not covered |
| Prescription Drug | | | |
| Retail (30-day supply) | 80% integrated with medical | 80% integrated with medical | \$10 generic/\$15 brand name formulary/ \$30 non-formulary |
| Mail Order (90-day supply) | N/A | N/A | \$20 generic/\$30 brand name formulary/ \$60 non-formulary |
| Wellness | | | |
| Network | Pap, Mammogram and PSA Screenings at 90% network / 70% non-network, Other Wellness covered at 100% network / 70% non-network to a max of \$300 annually per covered member | Covered at 100% network / 70% non-network to a max of \$500 (under 1 year) or \$300 (age 1 or over) annually per covered member | \$20, then 100% |
| Non-Network | | | Not covered |
| Vision | Not covered | Not covered | Routine vision exam \$20, glasses and/or contact lenses are limited to \$75 every 24 months |

LETTER OF AGREEMENT

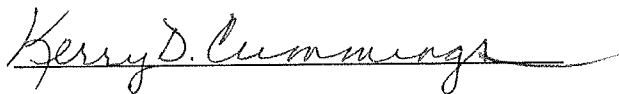
Re: Retroactivity

This agreement is entered into by and between the Village of Glenview and the Professional Firefighters Association, Local 4186. As a supplement to their negotiation of a collective bargaining agreement, the parties agreed to following terms for retroactive application of certain economic items:

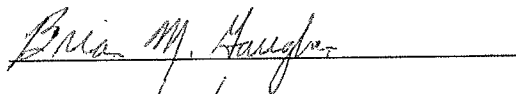
1. Salary increases effective January 1, 2006, and January 1, 2007, shall be paid retroactively to those dates for all covered employees still on the active payroll on the date the Collective Bargaining Agreement for 2006-08 is ratified and approved by both parties. Such increases shall also be paid to any employees who retired after January 1, 2006, and before ratification for their time on the payroll during that period.
2. Longevity shall be paid at the increased 2007 rate for the full 2007 year.
3. Out of retroactivity payments, the Village shall deduct retroactively to January 1, 2007, any employee premium contributions owed for health insurance during that period.
4. After the collective bargaining agreement has been ratified and approved by the parties, the Village shall offer members of the bargaining unit an opportunity to cash out accrued vacation days on the books as of December 31, 2006.
5. Employees who have not used any Kelly Days since January 1, 2007, will be credited with two additional vacation days in lieu of Kelly Day/Holidays for the period between January 1 and April 1. Those days may be scheduled during the remainder of the year if employees so desire and sufficient slots are available. If not scheduled, the days may be cashed out on the same terms as other vacation days at the end of the year. If an employee has already used one Kelly Day, only one vacation day will be credited. If two Kelly Days have already been used, no additional vacation days will be credited. If an employee has used more than two Kelly Days, the number of days in excess of two will be deducted from their vacation allotment.

FOR THE VILLAGE OF GLENVIEW

FOR THE UNION



Date: 04/04/07



Date: 03/30/07