

**AGREEMENT**  
**BETWEEN**  
**VILLAGE OF GLENVIEW AND**  
**GLENVIEW PROFESSIONAL FIRE FIGHTERS**  
**ASSOCIATION, LOCAL 4186, I.A.F.F.**  
**2023 - 2027**

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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, Lieutenant and Captain, 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. Check-off authorization may be revocable at any time by the employee. Such revocation must be in writing and shall be effective upon delivery by the employee to the Village and to the Union. Any such revocation shall be implemented within the first payroll period following a fourteen (14) day notification period

### **Section 3.2. 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 3.3. 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 does 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. Emergency Family Leave**

Emergency Family leave may be granted at the discretion of the Fire Chief or his designee in unexpected serious situations involving the employee or employee's immediate family. The Fire Chief or designee may request additional documentation at their sole discretion. A maximum of 24 hours of paid Emergency Family leave may be taken by an employee during the calendar year. Emergency Family 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, step-grandparent, 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, dependent children, parent(s), or parent(s)-in-law). 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 1<sup>st</sup> through the 15<sup>th</sup> day of the month will be credited with 12 hours of sick leave for that month of service. Employees beginning the 16<sup>th</sup> 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. Employees hired on or after January 1, 2022 will receive a one-time deposit of 48 hours of sick leave in their sick leave bank at the time of hire. These hours are in addition to earned sick leave described earlier in this paragraph. 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 may be taken in a duration of at least four hours, and will be deducted based on the time absent rounded to the nearest quarter hour. 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. The employee shall have the choice of taking the payment in lump sum or transferring the amount into his/her 457 deferred compensation plan, or any combination thereof. Such payments will be subjected to all applicable taxes and withholdings. 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 a bargaining unit sick leave pool, to be used by other employees in the case of their serious medical condition or the serious medical condition of their spouse or dependent children. Donations are anonymous, irrevocable and will not be returned to the donating employee.

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 recipient to accumulate sick leave for payment under this Section. In the event a sick day from the bargaining unit sick leave pool has been granted to an employee with a pending workers' compensation claim, the sick day shall be credited back to the bargaining unit sick leave pool

should the claim be ruled a compensable workers' compensation injury by the Illinois Workers Compensation Commission, or the receiving member was charged a sick day which was unwarranted.

The requesting employee must submit a request to the Fire Chief. The employee is required to provide a physician's statement or other documentation necessary to establish the need for the prolonged absence. 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. The sick leave donation program, including the administration of the pool of hours, review of requests, and determination of eligibility will be the responsibility of the Fire Chief or designee. If an employee is able to satisfy the above requirements, the request shall be granted. The Village shall provide a bi-annual accounting of the remaining hours in the bargaining unit sick leave pool, or more frequently as requested by the Union President.

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.

#### **Section 5.4. Catastrophic Leave**

Employees covered under this Agreement have the ability to donate accrued sick time to, and receive donated sick time from, Village employees not covered under the Agreement. To that end, members may elect to participate in the Village's Catastrophic Leave Program, as defined in the Employee Handbook, and as may be changed from time to time by the Village, provided that the Member does not participate in both the Catastrophic Leave Program and the Sick Leave Donation Program outlined in section 5.3 of the Agreement, for the same serious or catastrophic illness or injury. The parties further agree that the amount of time donated to a Member in a rolling twelve (12) month period shall not exceed 1,440 hours.

#### **Section 5.5. 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 5.6. 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 5.7. 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 if they are released from further jury duty and are not required to report back for jury duty the next calendar day. Employees who are on jury duty and who are required to report back for jury duty the next calendar day shall not be required to report back to duty following their release from jury service. An employee who is selected to serve on a jury on a date certain (as opposed to being selected to report for jury service) shall be relieved from duty at 1900 hours the day before said date.

#### **Section 5.8. Military Leave**

Military leaves will be granted in accordance with applicable federal and state laws.

#### **Section 5.9. 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 5.10. Job Related Illness/Injury Leave**

Job related illness/injury leave shall 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.

When an employee suffers what is believed to be an injury that has occurred as a result of the performance of his or her job, the Village will promptly conduct an investigation into the circumstances surrounding the injury. In the Village's discretion, such an investigation may include but is not limited to witness interviews, document analysis and/or medical exams.

#### **Section 5.11. 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 5.12. 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.

FMLA leaves are administered by the Village's Human Resources Department. Any questions concerning eligibility for FMLA leave or any other issue concerning FMLA should be directed to the Village's Human Resources Department.

### **Section 5.13. 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 5.14. 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 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 with medical certification and Human Resources Director approval. Any extension of the assignment must be mutually agreed by the Village Manager and the employee.

#### **Work-related Limited Duty Assignments.**

- a. In it is expressly understood that the Village shall have the authority and sole discretion to assign bargaining unit employees to limited duty work assignments for work-related injuries or illnesses, provided the assignment meets the work restrictions identified within the treating physician's work release.
- b. Upon being assigned limited duty, the parties agree that the bargaining unit member's work schedule shall coincide with his or her normally assigned shift schedule.
- c. Bargaining unit members shall work 12-hours per day when assigned to work-related injury/illness limited duty assignments, which shall normally be scheduled from 0700 hours to 1900 hours. For calculation purposes all data entries will be based on a 50.57 work week, i.e., when a person takes accrued leave or other leave they are charged in 24 hour increments.



- d. Bargaining unit members, when assigned to work-related limited duty, may elect to cancel a scheduled vacation day that occurs during the work period of the assignment. In such instances the Village shall credit back the member for the full 24-hours, provided he or she works 12 hours for that day. If the employee chooses to use their personal paid accrued time during their work-related limited duty assignment they will be charged in full twenty-four (24) hour increments.
- e. The Village agrees that bargaining unit members, who are working a work-related limited duty assignment, shall be permitted to maintain and use their scheduled Kelly Day that falls within that work period.

**Non-Work Related Limited Duty Assignments.**

- a. In the event an employee suffers a non-duty related injury or illness the affected bargaining unit member shall provide a written letter of request to the Fire Chief or his designee that expressly requests authorization to work a non-work related limited duty assignment.
- b. Upon receiving the written request, the Fire Chief or designee shall have the sole discretion and authority to authorize the non-work related limited duty request.
- c. Upon being assigned limited duty, the parties agree that the bargaining unit member's work schedule shall coincide with his or her normally assigned shift schedule.
- d. An employee recovering from a temporary, non-work related injury that is working a limited duty assignment, shall work 12-hours per day, which shall normally be scheduled from 0700 hours to 1900 hours. For calculation purposes all data entries will be based on a 50.57 work week, i.e., when a person takes accrued leave or other leave they are charged in 24 hour increments (except as noted in e).
- e. If an employee calls in sick while working a non-work related limited duty assignment that person will be charged 12 hours sick time.
- f. Those personnel assigned to a non-work related limited duty assignment will not be entitled to their Kelly Day.
- g. While assigned to a non-work related limited duty schedule, the employee will, when necessary, be released for a portion of the workday to attend to a doctor's appointment or therapy session directly related to such illness or injury. In such cases the employee with a non-work related illness or injury shall utilize sick leave for such time periods. This type of leave shall be taken in one hour increments.

**Common to Both Limited Duty Assignments**

- a. In order for a bargaining unit member to work an available limited duty assignment, a release must first be obtained from the treating physician (i.e., the employee's treating physician). The treating physician shall also have the initial responsibility to define the scope of the work restrictions within the release and, unless the Village challenges the treating physician's release to return to a limited duty assignment or the scope of the work restrictions, the available limited duty assignment will be consistent with the treating physician's signed work release.

- b. The parties agree that the treating physician is authorized to conduct the Fitness for Duty exam. In the event the treating physician is unwilling to accept that responsibility, and the bargaining unit member is unable to find another physician of his/her choice, the parties agree that the bargaining unit member shall promptly schedule a Fitness for Duty exam with the Village's occupational health provider.
- c. In the event there is a disagreement between the medical opinion of the Village's occupational health care provider and the medical opinion of the employee's (either the treating physician or the physician selected by the employee as provided immediately above) with regards to either the release to return to work in an available limited duty assignment or the scope of the work restrictions, the disagreement shall be resolved by a third, mutually agreed upon independent medical physician. This physician shall be agreed upon by the Village and the employee, or the employee's legal representative. The Village agrees to pay the costs associated with this medical review.
- d. In the event an employee returns to full duty after being cleared to do so as provided above, and the Village has a reasonable concern about the employee's continuing fitness for duty, the Village may send that employee to an independent physician for evaluation to determine the employee's current fitness for duty. The Village agrees to pay the costs associated with this medical review.
- e. The hours and or days of the limited duty assignment may be modified with the consent of the Village, Union and the effected employee in order for the employee to attend training or other previously scheduled commitments. Request for limited duty schedule modification should be done in writing to fire administration at least 48 hours in advance of the schedule change and shall not be arbitrarily and unreasonably denied. When the hour and or days of a limited duty assignment are modified, the total number of hours worked shall not exceed the hours that the employee would have normally worked on his limited duty assignment.

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

#### **Section 5.15. 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 overtime 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.

#### **Section 5.16. Annual Sick Leave Payout**

Full-time employees, employed the full calendar year, are eligible to receive annual sick leave payout for unused sick hours granted or accrued in a calendar year. This policy is not applicable to hours received through a donation of time under any other policy.

After the end of the calendar year (December 31), a portion of any unused sick hours, that were granted or accrued during the prior calendar year, may be paid out as part of the Sick Leave Annual Payout Program. Unused sick hours are defined as sick hours granted or accrued minus sick hours used, including donated hours, in a calendar year. A minimum of 72 unused sick hours must remain in the employee's sick accrual bank before the employee qualifies for this program. The employee has the following options in the processing of the hours in excess of 72:

- 1.** All or part of the remaining unused sick hour in excess of 72 can also remain in the employee's sick accrual bank; or
- 2.** All or part of the remaining unused sick hours in excess of 72 can be paid to the employee at the hourly rate assigned to the employee as of December 31 of the calendar year the sick hours were granted or accrued; or
- 3.** Of the remaining unused sick hours in excess of 72, twenty-four hours can be converted to separate Personal Leave hours. All converted sick hours must be used in twenty-four hour blocks. Any remaining unused sick hours can either remain in the employee's sick accrual bank or paid out per #2 above.
  - a. The Personal Leave must be used by the end of the calendar year in which the conversion occurred.
  - b. Any unused Personal Leave at the end of the calendar year will be paid out at the hourly rate of the employee as of December 31 the year the conversion occurred.
  - c. Procedures on the use of the Personal Leave will be as follows:
    - i. When a converted day is requested, this will allow an additional employee to be scheduled off.
    - ii. Personal Leave must be used in at least 24-hour blocks.
    - iii. When an employee is requesting to use Personal Leave, the employee must notify the shift commander no later than 1700 hours the requesting

- employee's duty day before the start of the shift they are requesting off.
- iv. When an employee is off duty using converted Personal Leave, they are not eligible for hire-back on the same day they are using Personal Leave.
  - v. No employee shall be permitted to use converted Personal Leave on any of the following days or the one calendar day before or after of the following days:
    1. New Year's Day
    2. Easter
    3. Memorial Day
    4. Independence Day
    5. Labor Day
    6. Thanksgiving
    7. Christmas Eve
    8. Christmas Day
    9. New Year's Eve
  - vi. No more than one employee shall be permitted to use converted Personal Leave at a time.
  - vii. Personal Leave shall be scheduled on a first come first serve basis.
  - viii. Cancellation of scheduled Personal Leave must be made to the shift commander no later than 1700 hours the requesting employee's duty day before the start of the shift they have requested off.

If an employee's sick hours used in a calendar year are equal to or greater than the sick hours granted and/or accrued in that calendar year, there are no unused sick hours for that calendar year. Additionally, if an employee's unused sick hours in a calendar year are less than or equal to 72 hours, the employee is not eligible for the sick leave annual payout. If the bargaining unit leave pool has less than 1,440 hours on December 31, no employee is eligible for the sick leave annual payout.

This program is to be sunset as of 12/31/2025 and will not be renewed, unless approved by both parties.

## **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.

To the extent permitted by law, the probationary period may also be extended for periods of military service, or illness, injury or medical condition, when any one or more of those absences and/or incapacities to perform essential job duties consecutively last for more than 30 calendar days or collectively last for more than 20 shift days. In such a case, the probationary period will be extended by only the collective number of calendar days during which the employee is absent and/or unable to fully perform his essential job duties. Notwithstanding the forgoing a military reservist's annual training and monthly drills will not be counted as part of the 30 calendar days or collectively last for more than 20 shift days and will not otherwise extend the employee's probationary period.

## **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 thirty-six (36) months. The Village will notify the employee thirty (30) days prior to the employee's date of reinstatement via certified mail. 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. In order to be eligible for recall and re-employment, all employees on lay-off status shall provide proof that their certifications required at the time of lay-off are valid and in good standing.

## **Section 6.5. Seniority Adjustments**

Seniority shall be interrupted, unless the law requires a different result, 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**

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 or in his absence his designee no later than fourteen (14) calendar days from the occurrence of the event giving rise to the grievance or fourteen (14) calendar days from when the Grievant, through normal diligence, should have become aware of the occurrence. The Deputy Chief or his designee shall respond in writing to the grievance within fourteen (14) 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 fourteen (14) 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 10<sup>th</sup> shift) starts at 7:00 p.m. on the duty shift of the 15<sup>th</sup> 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 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 that 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.

#### 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 10<sup>th</sup> 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. Moving Kelly Day from an Assigned Slot to an Open Kelly Day Slot**

1. All trades will be subject to approval based on section 9.7 of the Collective Bargaining Agreement (CBA).
2. Trades with open Kelly Day slots will be approved on a first come, first serve basis. In the case of simultaneous requests, the member with the highest departmental seniority will be granted the trade.
3. An open Kelly Day slot exists anytime there are less than five total personnel off on a Kelly or Vacation Day. A member may Kelly trade and create a fourth and fifth Kelly position on a day, as long as the total personnel scheduled off on Kelly and Vacation does not exceed five and the trade does not violate officer minimums or cause additional overtime.
4. The open Kelly Day trade cannot create additional overtime. If scheduled overtime of equal duration exists on both days included in the trade, then the trade shall be approved as no additional overtime was created.
5. A trade with an open Kelly Day slot will not be approved until the vacation selection process is complete.
6. If an open Kelly Day trade and a Reserve Vacation Day request are submitted simultaneously, the Reserve Vacation Day request will take

priority.

7. There are three Kelly Day slots per shift day. There are a total of five employees allowed to be off per duty day. This normally includes three on Kelly Day and two on vacation. The following diagram illustrates leave after the vacation selection process is complete and includes further explanation.

Firefighter – K	Separation – K	Lieutenant – K	Firefighter – K	Captain – K
Firefighter – K	Firefighter – K	– K	Firefighter – K	Firefighter – K
Firefighter – K	Firefighter – K	Battalion Chief – V	Lieutenant – K	Retirement – V
Lieutenant – V	Lieutenant – V	Firefighter – V	Firefighter – V	Firefighter – V
	Lieutenant – V	Firefighter – V	– V	Firefighter – V
A	B	C	D	E

The following Codes (A through E) correspond to the columns contained in the above Kelly Day diagram, which in turn help explain the availability of Kelly Day slots based on each of the five described scenarios:

A. One slot available for Kelly trade or Reserve Vacation Day

B. Kelly Day slot became available after separation. Personnel may trade as a Kelly Day slot or request a Reserve Vacation Day. Note: New employees will fill in vacated Kelly slots of retired employees based on highest seniority as stated in Section 9.5, Scheduling of Kelly Days.

C. Kelly Day slot is available as an open Kelly Day. Personnel may trade as a Kelly Day or a Reserve Vacation Day may be taken.

D. One slot available for Kelly trade or Reserve Vacation Day.

E. There is an open Kelly Day. ONLY after Section 10.4, Vacation Scheduling if an employee retires, is placed on disability retirement, is promoted, is shift changed or otherwise terminated...shall be made available for selection...of inverse departmental seniority.

8. No FLSA claims will be made by employees covered under this agreement when working more hours due to a Kelly Day trade.

## **Section 9.7. 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 via appropriate department procedures. A request is considered approved when it appears on the leave calendar. Trades will not be approved for an upcoming year until after shift assignments are made. Access to the trade records shall be made available by request. 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; Lieutenants with Captains; Captains with Lieutenants; Captains with Captains; Captains with Battalion Chiefs. 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 assignments 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 9.8. Kelly Day and Vacation Day Trades**

Once vacation day picks for the following calendar year have been made, Kelly Day and vacation day trades may be made in accordance with the following provisions:

Kelly Days: An employee may request to trade a Kelly Day for another such day on the same shift as long as it results in not more than three (3) Lieutenants or two (2) Lieutenants and one (1) Captain or excluded Battalion Chief, being scheduled off on vacation and/or a Kelly Day per duty day.

Vacation Days: An employee may request to trade a scheduled vacation day for another such day on the same shift as long as it results in not more than three (3) Lieutenants or two (2) Lieutenants and one (1) Captain or excluded Battalion Chief, being scheduled off on vacation and/or a Kelly Day per duty day.

Such requests shall be made by 1700 on the duty day prior to the day requested. Personnel shall request a Kelly Day trade or vacation day trade by submitting it to their respective Battalion Chief. Such requests shall not be arbitrarily and unreasonably denied.

The provisions in Section 9.7 (Duty Trades) governing conflicts shall also be applicable to Kelly Day and vacation day trades.

The Village will pilot and sunset for one full calendar year, following the full testing of the capabilities that the Fire Department's current time and attendance software program can support the policy of allowing employees to trade a Kelly day for a vacation day. A bargaining unit member designated by the union executive board will be permitted to attend any management meetings with the Fire Department's current time and attendance software program staff and provide input.

#### **Section 9.9. 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 9.10. Call Back Pay**

Call back is paid in ¼-hour increments with a 3-hour minimum. When the start of duty tour occurs within 3 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 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 9.11. Court Time**

Administrative hire back to appear in court or for a deposition will be paid in ¼-hour increments with a 3-hour minimum.

### **Section 9.12. Hire Back and Overtime Distribution**

When the need for overtime exists due to lack of manpower, sickness, injury or other reasons such as special details (e.g., July 4, street sale, and any events mutually agreed upon by Command Staff and the Union Executive Board), 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. When an employee accepts an overtime assignment, the employee's name will be moved to the bottom of the appropriate rotating list with the exception of volunteers to special details (not to include the 4th of July), qualified employees filling mid-shift hire backs, and emergency call backs. 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.

All employees will receive notification by Mass Text Messaging Service at 08:00 hours for tomorrow's known and anticipated staffing needs provided, however, it does not interfere with the operations of the fire department. Eligible employees will have two hours to respond voluntarily via the Mass Text Messaging Service with their desired overtime assignment. After the 2 hour window, a member may contact the on-duty Battalion Chief and be placed below the initial list of respondents. It is up to the employee to update the contact list with current mobile number.

When the 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 who responded to the 0800-notification based on the appropriate rotating list. If no one accepts, the first eligible person at the top of the appropriate list is assigned the hire back regardless of responding to the morning notification. Only when forced back the person may give away any or all hours to another qualified eligible employee.

Vacancies will be filled by personnel under the following guidelines:

A Firefighter, Fire Medic or Company Officer position may be filled by a Firefighter, Fire Medic or Company Officer.

1. If the opening is for a Fire Medic position required to be 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 Company Officer Medic) is maintained on each fire apparatus.
2. If the opening is for a Company Officer position, an officer may be assigned (if they are next on the hireback list) or an Acting Company Officer will be moved up to an Acting Capacity assignment and a Firefighter or Fire Medic will be hired back; maintaining (3) officers at all times. Acting Company Officers will come off the current Lieutenant's List as stated in (Section 11.4).

The exceptions to this clause will be:

1. If the opening is for a Battalion Chief position, a Captain, Lieutenant on the current Captain Eligibility List or qualified Lieutenant may be assigned (if they are next on the hireback list) or an Acting Battalion Chief will be moved up to an Acting Capacity assignment and a Firefighter, Fire Medic or Officer will be hired back; maintaining (3) officers at all times. Acting Battalion Chiefs will be assigned as stated in (Section 11.4). A qualified Lieutenant is a Lieutenant who has successfully completed the Acting Battalion Chief task book established by the Fire Chief.
2. The Village prefers that either one (1) Battalion Chief or Captain be assigned to work a shift at all times.
3. When a Command Rank is vacant due to illness, injury or retirement, the Village will make every reasonable effort to hold a test and promote a Captain within ninety (90) days of any vacancy in said position.

No employee will be permitted to work in excess of forty-eight (48) shift hours including regular shift hours, overtime shift hours or shift trade hours within a seventy-two (72) hour period. Exceptions to this would be in the case of an emergency call back, extended calls, and overtime compensation for detail assignments (e.g. any work hours not part of normal daily roster assignments of the Fire Department, pub-ed, special teams training, etc). Exceptions for details are to allow members to work voluntarily. To aid in a healthy work/life balance and as noted in the 9.12 General Provisions subsection, members will not be involuntarily forced to work in excess of 48 hours in a 72-hour period.

Personnel found to be in violation of working in excess of forty-eight (48) shift hours including regular shift hours, overtime shift hours or shift trade hours within a seventy-two (72) hour period, shall be excused from the shift, his name placed at the bottom of the twenty-four (24) hour hire back list if working on a hire back of any duration, and a mid-shift hire back shall be paged out for immediately.

If a shift vacancy exists, the qualified employee at the top of the list will have the choice of working the entire shift vacancy or pass and stay at the top of the list.

Personnel shall not be hired back and will remain in position on the list when committed to a department function that will remove the employee from his duty assignment, such as attending school, conducting public education, or attending a drill. Conversely, such commitments may not be cancelled in order to work a hire back. Attending functions while on duty (such as: all Officer's meeting, preceptor meeting, and any mutually agreed upon event by Command Staff and the Union Executive Board) will not disqualify an employee from accepting a hire back but will exempt the qualified employee from a force 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. Additionally, personnel will have the option to remain in their current position on the "short" (less than 24 hour) hire back list one time when they accept a hire back that is scheduled for six (6) hours or less in duration. Members who have chosen to retain their position after working a hire back that was scheduled for six (6) hours or less, shall be moved to the bottom of the "short" list after they accept a second "short" hire back, regardless of the duration of the hire back.

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**

When a shift vacancy exists, due to an illness, injury, or the unexpected vacancy of an assigned employee and the assignment has already begun, a mid-shift hire back results. The qualified employee filling the remainder of a vacated assignment, must accept or refuse the entire remainder of the assignment and will not move in position on the hire back list.

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. When the Department decides to hire back mid-shift, the Department will broadcast the mid-shift hire back via a Mass Text Messaging Service. Qualified members not on a vacation day (those within the work rule hours, per sect 9.12) may respond and accept the hire back. There will be a 5 minute window from when the mass text is initiated. The first person to call the on-duty Battalion Chief from within a Glenview Fire Station shall receive the assignment. If no one from within a Glenview Fire Station calls, then the first person that called the on-duty Battalion Chief shall receive the assignment. In the event of a discrepancy in selection of assignment(s) the most senior qualified member(s) will be granted the assignment(s). If no qualified members respond to the first text, a second text will be sent 5 minutes later, allowing any qualified members in excess of the work rule hours to be eligible to fill the position. 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 involuntarily work more than any 48 consecutive hours except in circumstances involving emergency call back and extended calls.

### **Section 9.13. 4th of July Detail**

- a. New employees will be added to the top of the list.
- b. The member only moves to the bottom of the list after the detail has been worked by the member or is designated as an alternate.
- c. If the detail is moved to a new date or cancelled within 24 hours of the detail start time, the assigned members have the option of receiving 3 hours at one-and-one half times their normal hourly rate and drop on the list or elect to not be paid and stay in position on the 4<sup>th</sup> List. If vacant positions exist for the rescheduled date, voluntary assignments will be made based on seniority. Any remaining vacancies will be filled using the hire back process in the CBA.

If the detail is moved to a new date or canceled prior to 24 hours before the detail start time, all members assigned to the detail or alternate positions remain in their positions on the list and do not get paid.

- d. The designated alternates are paid 3 hours at their overtime rates if not moved up to a detail assignment.
- e. The total number of positions to staff the event is based on a mutual agreement of Command Staff and the Union Executive Board. Current staffing model is used as a guide (at a minimum, the following is needed): 1 Company Officer, 1 FAE, 3 FF, 2 FF/PM, 1 Dive Team Member, 1 Alternate FAE FF/PM, and 1 Alternate Company Officer.
- f. Volunteers are solicited and remaining assignments are filled by qualification based on position on the list, i.e., FF, FF/PM, FF/PM/FAE, and Company Officer. Volunteers will be solicited at the December L4186 meeting with notification through meeting minutes (shift changes will have been posted for over 1 month, Kelly slots will have been filled, and vacation picks should be completed).
- g. The final list will be posted, and assignments known no later than December 31<sup>st</sup> of prior year. Once completed, the posted list is treated as a duty assignment.
- h. Notification of absence due to sickness or non-job related injury shall be provided by the

assigned member to the on-duty Battalion Chief no later than 12:00PM the day of the event.

**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:

<b><u>Years of Service</u></b>	<b><u>Vacation Earned 24 Hour Shifts/Year</u></b>
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 following year after 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 defers his vacation until the following year, beginning Jan 1<sup>st</sup> and is entitled to schedule and take the prorated amount of vacation days that have accrued in the previous year.

Upon retirement, an employee will be entitled to his/her previous calendars year's unused vacation time, vacation days in the bank and any days in the current year that may have been earned prior to his/her retirement.

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 (by the phone number provided on the hireback list and department email) that it is his turn to pick, the employee shall be bypassed until all remaining employees have made their vacation picks. Employees, including Battalion Chiefs, 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 are off 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. 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 in that round.

- For scheduling purposes only, 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, 2023 and each January 1 thereafter, employees covered by this Agreement shall be paid in accordance with the following schedules:

**2023 – 3.75% Increase**

<u>Firefighter</u>		<u>Paramedic</u>		<u>Lieutenant</u>		<u>Captain</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	83,064	1	87,367	1	99,934	1	108,332
2	87,210	2	91,725	2	104,930	2	111,463
3	91,576	3	96,333	3	110,180	3	116,980
4	96,159	4	101,150	4	115,696	4	122,654
5	100,953	5	106,208	5	121,471	5	128,665
6	106,015	6	111,508	6	127,551	6	134,970
7	111,311	7	117,085	7	133,933	7	141,583
						8	148,758

**2024 – 3.25% Increase**

<u>Firefighter</u>		<u>Paramedic</u>		<u>Lieutenant</u>		<u>Captain</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	85,764	1	90,206	1	103,182	1	111,852
2	90,045	2	94,706	2	108,340	2	115,085
3	94,552	3	99,464	3	113,761	3	120,782
4	99,284	4	104,437	4	119,456	4	126,641
5	104,234	5	109,660	5	125,418	5	132,846
6	109,461	6	115,132	6	131,697	6	139,357
7	114,929	7	120,890	7	138,286	7	146,185
						8	153,592

**2025 – 3.25% Increase**

<u>Firefighter</u>		<u>Paramedic</u>		<u>Lieutenant</u>		<u>Captain</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>

1	88,551	1	93,138	1	106,535	1	115,488
2	92,971	2	97,784	2	111,861	2	118,826
3	97,625	3	102,696	3	117,459	3	124,707
4	102,510	4	107,832	4	123,338	4	130,756
5	107,621	5	113,224	5	129,494	5	137,164
6	113,018	6	118,874	6	135,977	6	143,886
7	118,664	7	124,819	7	142,780	7	150,936
						8	158,584

**2026 – 3.00% Increase**

<u>Firefighter</u>		<u>Paramedic</u>		<u>Lieutenant</u>		<u>Captain</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	91,208	1	95,932	1	109,731	1	118,952
2	95,760	2	100,718	2	115,217	2	122,390
3	100,554	3	105,777	3	120,982	3	128,449
4	105,586	4	111,067	4	127,038	4	134,679
5	110,850	5	116,620	5	133,379	5	141,279
6	116,408	6	122,440	6	140,056	6	148,203
7	122,224	7	128,564	7	147,063	7	155,464
						8	163,342

**2027 – 3.00% Increase**

<u>Firefighter</u>		<u>Paramedic</u>		<u>Lieutenant</u>		<u>Captain</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	93,944	1	98,810	1	113,023	1	122,521
2	98,633	2	103,739	2	118,673	2	126,062
3	103,571	3	108,951	3	124,612	3	132,302
4	108,753	4	114,399	4	130,850	4	138,719
5	114,176	5	120,119	5	137,381	5	145,517
6	119,901	6	126,114	6	144,258	6	152,649
7	125,891	7	132,421	7	151,475	7	160,128
						8	168,242

**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. 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).
- 2) 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.

<b>2023 LONGEVITY SCHEDULE</b>	
<b>YEARS OF SERVICE</b>	<b>AMOUNT</b>
7	\$934.47
8-9	\$1,123.13
10-11	\$1,215.97
12-13	\$1,313.98
14	\$1,401.34
15	\$1,766.90
16-17	\$1,861.58
18	\$1,973.17
19	\$2,048.05
20 or more	\$2,228.63



#### **Section 11.4. Pay When Serving in Acting Capacity**

Employees, who are assigned to serve in acting capacity as a Lieutenant, shall be paid an additional 14.5% of top Firefighter/paramedic pay per hour, for all hours worked in such acting capacity.

Lieutenants, who are serving in the position of Acting Battalion Chief, shall be paid an additional 11% of top Lieutenant pay per hour, for all hours worked in such 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.

In making acting assignments to serve in acting capacity as a Battalion Chief, the Battalion Chief shall give first consideration to Captains on duty, then to Lieutenants on the current Captain Eligibility List by highest ranking order that are on duty, then to qualified Lieutenants who have completed the Acting Battalion Chief Task Book that are on duty.

#### **Section 11.5. Holiday Pay**

In lieu of holiday time and/or premium pay, covered employees will be paid three percent (3%) of their annual salary by separate check with all applicable deductions with the first paycheck of the month of each December.

#### **Section 11.6 Pay when Serving as a Preceptor**

If an employee is assigned by the Fire Chief or his designee to serve as a paramedic preceptor then such employee shall receive an additional 11% of top Firefighter/paramedic pay for those hours in which the employee serves as a preceptor.

#### **Section 11.7 7(g) Employee Assignments and Compensation**

The Village may offer additional work to be performed by bargaining unit employees for the following 7(g) positions: Part Time Telecommunicator and Part Time Fire Inspector. The 7(g) position assignments and compensation shall be in accordance with Appendix B: Side Letters of Agreement for 7(g) Work Assignments and Compensation.

**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 in order to maintain sound fiscal funding or to adopt generally recognized cost containment measures) as long as the new coverage and benefits are substantially similar to those in effect when this Agreement is signed. Such changes shall be presented to the Village's Insurance Committee for review and discussion. The Village will make the final determination of which health care plans will be offered to its employees, subject to the above requirements. If the Union wishes to reject the health insurance coverage being offered then it must notify the Village within 45 days of the Village's announcement of a change in the then current health insurance plan(s). Subsequently, the Union must present its objections to the new plan and indicate its desire to negotiate with the Village for a different plan covering employees subject to this collective bargaining agreement. If the parties are unable to reach agreement, the issue will be submitted to a neutral arbitrator as a mid-term interest arbitration.

Employees shall have the option to participate in any health insurance plan that is also offered to eligible non-union employees beginning in accordance with the implementation described herein. ~~The~~ Employees shall contribute 15% of the total HMO IL monthly premium and 15% of the total PPO monthly premium for the medical insurance plan in which they are enrolled.

Employees may choose their plans during the Village's annual open enrollment period and / or when experiencing a qualifying life event which permits employees to change plans.

**Health Insurance Buy-Back Program**

Any employee who is eligible for employee/spouse, employee/child(ren) or family coverage and declines Village health insurance coverage entirely for themselves and their eligible spouse and dependent(s) will receive an annual lump sum payment of \$4,800. If a Village employee is eligible for employee/spouse, employee/child(ren) or family coverage and chooses to have only single Village health insurance coverage by finding alternate coverage for a spouse and/or child(ren) dependent coverage the annual lump sum payment is \$2,400. If an employee is eligible for Employee Only (Single) coverage and declines Village health insurance coverage entirely the annual lump sum payment \$1,200. All payments are subject to taxes and withholdings. In the event the Health Insurance Buy-Back amount is increased for non-union employees, the bargaining unit members shall receive the same benefit.

The insurance buy back payment is made in a lump sum payment, as such the following conditions apply:

1. In the event the Employee voluntarily resigns or retirees, or is terminated for cause, from

his/her employment with the Village, he/she shall reimburse the Village the pro-rated amount based upon the Employee's separation date.

2. This repayment shall be deducted from the Employee's final compensation.
3. If the amount owed by the Employee exceeds the amount of his/her final compensation, the Employee agrees to repay to the Village, within seven (7) business days of the date of his/her termination date, the pro-rated amount, or establish a payment plan approved by the Village.
4. If the Employee is subject to a lay-off, he/she will have no duty to repay any part of the health insurance buy-back amount.

### **Section 12.2. Dental Care**

The Village will provide a dental PPO insurance program for employees and their qualified dependents. The Village shall retain the right to amend, revise, add to, delete, or change in any manner its dental program, which provide dental coverage benefits to employees; such changes include, but are not limited to, dental plan providers, HMO / PPO plans, benefit levels, plan design, co-pays, deductibles, and co-insurance or service delivery models as it deems appropriate. Such changes shall be presented to the Village's Insurance Committee for review and discussion. The Village will make the final determination of which dental plans will be offered to its employees.

Employees shall contribute 15% of the total monthly premium for dental insurance which shall be effective the same date as the health insurance elections.

### **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. Any bargaining unit employee hired after November 15, 2011 shall not receive any retirement/service recognition payment.

#### **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 Village shall maintain an Insurance committee to study, evaluate, and recommend insurance programs for all eligible employees to the Village Manager's Office. The Committee shall be chaired by a Village Manager's Office representative or designee who shall have the authority to establish a meeting agenda (employees may request that an item be placed on the agenda subject to the approval of the Chair) for each meeting of the Committee. Employees appointed to this Committee shall remain in pay status during the meetings of the Committee. The Village shall provide the Union with advance notice of all Health Insurance Committee meetings. The Committee Chair shall schedule meetings as needed to address issues concerning the insurance plans offered by the Village to its employees. The Committee may meet several times a year. The Committee will be comprised of employee representatives and Village staff from across the entire organization.

The fire union will be permitted to select two employees to be a member of the Committee. The Village Manager's Office representative or designee shall determine the composition of the Committee except for those obligations outlined in this section.

#### **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 and governed by the Internal Revenue Code 457. Effective January 1, 2010, the Village agrees to make available the IAFF Financial Corporation 457 plan as one of the options that employees may participate in. Employees covered by the agreement will be entitled to transfer 457 plan assets to the plan of their choice provided the Village is not obligated to pay any fees or administrative expenses associated with the plan. Employee participation in the Nationwide 457 program shall be completely optional, and reserved exclusively to Fire bargaining unit members only.

#### **Section 12.13. Paramedic License Reimbursement**

This section is directly related to the published and implemented fee schedule for Paramedic licenser as documented by "Title 77: Public Health, Chapter I: Department of Public Health, Subchapter f: Emergency Services and Highway Safety, Part 515, Emergency Medical Services and Trauma Center Code Section, 515.460 Fees."

All personnel covered by the collective bargaining agreement who are required to maintain paramedic licenses and/or certifications shall be responsible for accepting, processing, and submitting all appropriate applications and paperwork required by the Department of Public Health in connection with initial paramedic licensure or certification, paramedic licensure or certification renewal, obtaining duplicate paramedic licenses, or reciprocity. The employee will also be responsible for paying any required fee(s) to the State for the license or certification.

Upon receipt by the employee of such license or certification, the employee will submit a copy of the license to fire administration for reimbursement of the fee. The reimbursement will be subject to all applicable federal and state tax withholdings, if applicable.

**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 and/or breath 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 and/or breath 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. Due to the recent legalization of recreational cannabis and absent established legal standards, the Union may challenge whether the employee is "impaired" and in violation of this Article, however, such challenge shall be limited to positive cannabis test results.

**B. Alcohol Testing/Positive Result**

For purposes of determining whether the employee is under the influence of alcohol, breath 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/hyper lipid 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. In lieu of any statutory information requirements, the Village will at the request of the IAFF provide the Union with a list of current employees eligible for membership in the IAFF names, home address and phone number no more frequently than 2 times per year.

**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/her 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; and (4) hazardous materials incident management. 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 (4). 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. If the need arises for a change in shift assignments, a proposed shift assignment roster for the following year will be posted no later than October 10<sup>th</sup> of the current year. When two employees mutually agree to change work shifts they shall submit their request to the Fire Chief or his designee on or before October 20<sup>th</sup>. 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 October 30<sup>th</sup>. A final shift assignment roster for the following year shall be posted by October 31<sup>st</sup> of the current year. 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 and in Department vehicles. Moreover, smoking is prohibited at the scene of any fire or EMS response unless express permission is granted by the incident commander due to the length of the incident and the smoking is done at a discrete location. Smoking is permitted on the property, but the individual may be no closer than fifteen (15) feet from the building. 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, subject to all applicable federal and state tax withholdings.

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**

#### **Lieutenant**

Firefighters must complete five (5) years in rank by the date the exam notice is posted and must possess an IL OSFM Fire Officer 1 / Basic Company Officer Certification by the date all documentation is due in the promotion process.

Once an individual has successfully completed Phases 1 and 2 of an approved Company Fire Officer Course and has submitted proof of course completion, the individual shall be eligible to participate in the Lieutenant's exam process.

If the Task Book is not completed within 3 years, the individual will be required to retake Phase 1 and 2, at the individual's expense, prior to certification.

#### **Captain**

Lieutenants must complete five (5) years in rank by the date the exam notice is posted and must possess an IL OSFM Fire Officer 2 / Advanced Company Officer Certification.

Once an individual has successfully completed Phases 1 and 2 of an approved Advanced Fire Officer Course and has submitted proof of course completion, the individual shall be eligible to participate in the Captain's exam process.

If the Task Book is not completed within 3 years, the individual will be required to retake Phase 1 and 2, at the individual's expense, prior to certification.

### **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. Under both the Lieutenant and Captain promotional process, candidates must attain a minimum of a 70% total score to be placed on the final promotional eligibility list.

#### **Order of Component Weighting Posting Factor for Lieutenant:**

1. Seniority. The seniority calculation factor is based on the most senior member of full-time service with the Glenview Fire Department participating in the promotional process; 0 to 100 possible. (.1 (10%) or 10 points. (see Appendix C for an example).

2. Management Review (.05 (5%)) or 5 points.
3. Peer Review Points; 0-100 points possible (.10 (10%)) or 10 points. The Peer Review group will rank the candidates in five equally weighted categories; emergency performance, leadership, teamwork, ethics and values, and department involvement. The Peer Review group shall be comprised of all bargaining unit members who have completed a minimum of three (3) years of sworn, full-time service with the Glenview Fire Department as of the date of Lieutenant's exam notice. Candidates participating in the current Lieutenant's promotional process are not eligible to participate in the peer review. In the case that eligible members choose not to participate in the peer review, they will then become ineligible to participate, as candidates, in the next Lieutenant's promotional process.
4. Subjective Evaluation Score/Outside Assessment Center (see below for included sections); 0 to 100 points possible (.30 (30%)) or 30 points.
5. Written; 0 to 100 points possible (.45 (45%)) or 45 points.

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.

**Order of Component Weighting Posting Factor for Captain:**

1. The Village will use an independent testing organization, commissioned to provide the promotional testing services for the Captain position.
2. The following three (3) components shall constitute 100 points of the 100 total points possible, with each component being weighted as follows:

Department Seniority	20 Points
Internal Leadership Review	20 Points
Assessment Center	60 Points

3. Seniority. The seniority calculation factor is based on the most senior member of full-time service with the Glenview Fire Department participating in the promotional process; 0 to 100 possible. (.2 (20%)) or 20 points. (see Appendix C for an example).
4. Internal Leadership Review evaluation criteria will be used as part of the Captain's promotional process and is further defined in the five (5) equally weighted categories: emergency performance, leadership, teamwork, ethics and values, and department involvement, Internal Leadership Review points shall constitute 20 points out of a total

of 100 possible points.

The Internal Leadership Review team shall consist of (a) the Fire Chief, (b) Deputy Fire Chief, (c) three (3) Shift Battalion Chiefs, (d) three (3) Shift Captains (one from each shift). In the event there are not enough Captains, then one (1) Lieutenant from any shift missing a Captain (mutually agreed upon by the Labor Management committee) shall participate on the Internal Leadership Review team.

Internal Leadership Review points will be determined utilizing the agreed upon forced matrix.

5. The foregoing four (4) components shall constitute 60 points of the 100 total points possible, with each component being weighted as follows:

- (i) In-Basket Exercise: 15 points
- (ii) Structured Oral Interview: 15 points
- (iii) Writing Exercise: 15 points
- (iv) Tactical Exercise: 15 points

#### **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.

#### **Section 15.5 Tie-Breaker**

In the result of a tie in scoring, the tie-breaker shall go to the individual with the most department seniority.

### **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.

**Section 18.3. Retention of Employee Disciplinary Files**

The Village agrees that any disciplinary files that are over three (3) years old will be removed from an employee's files and will not be used as the basis of further discipline of an employee. Oral reprimands will be removed from the employee's personnel file after one (1) year and will not be used as the basis of further discipline of an employee. Such information may be maintained in a separate file for the sole purpose of conforming with legal requirements, judicial orders or in the defense of the Village and/or the employee in litigation. Access to such file shall be limited to the Village Attorney, Fire Chief or his designee, and the Human Resources Director.

**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, 2027. 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. Notwithstanding the foregoing, this Agreement shall remain in full force and effect during the period of successor contract negotiations after the Agreement's expiration date.

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

FOR THE EMPLOYER:

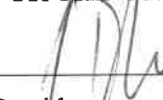
  
\_\_\_\_\_  
Village President

Date: 9/25/2023


  
\_\_\_\_\_  
Village Clerk

Date: 9/25/2023

FOR THE UNION:

  
\_\_\_\_\_  
President

Date: 9/22/23

  
\_\_\_\_\_  
Secretary

Date: 9/22/2023

## **APPENDIX A: Fire Department Promotional 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 (d) 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 remediable, 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. 95-956, eff. 8-29-08.)

(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. The review sessions shall be at no cost to 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. 97-352, eff. 8-12-11.)

(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. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(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.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a

representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC may charge reasonable fees that are related to the costs of administering authorized programs and conducting classes, including without limitation the costs of monitoring programs and classes, to the following: (i) applicants for certifications or recertifications, (ii) recipients of certifications or recertifications, and (iii) individuals and entities approved by the JLMC to conduct programs or classes.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

(1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and

(2) submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on

an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office.

(Source: P.A. 97-174, eff. 7-22-11.)

(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.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.

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

**7/11/23, 9:48 AM 50 ILCS 742/ Fire Department Promotion Act.**

**APPENDIX B: 7g Side Letters of Agreement**  
**7(g) Work Assignments and Compensation**

WHEREAS, the Village of Glenview (“Village”) seeks to engage the services of one or more Part-Time Fire Inspectors; and

WHEREAS, the Glenview Professional Firefighters Association Local 4186 (“Union”) represents all full-time firefighters in the Village Fire Department in the rank of Captain and below; and

WHEREAS, the bargaining unit employees represented by the Union do not currently perform fire inspection work; and

WHEREAS, the Village and the Union seek to allow bargaining unit employees to perform part-time fire inspection work according to the terms discussed herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The parties agree that the Village may offer work in the below listed job (hereafter referred to as “7(g) Work”) to be performed by bargaining unit employees at overtime rates less than the rates established for regular work normally performed by bargaining unit employees as Firefighters, Firefighter/Paramedics, Lieutenants, and Captains.

For the purpose of this Agreement, the parties agree that the following jobs qualify as such “7(g) Work:”

- Part Time Fire Inspector

Bargaining unit employees who are interested in working as a Part Time Fire Inspector, will be required to submit their application material in accordance with the requirements described in the job posting. All hiring decisions will be made at the discretion of the Inspectional Services Division within the Community Development Department.

The Inspectional Services Manager will set at his or her discretion the Part Time Fire Inspector’s work schedule, job duties and performance expectations. Likewise, the Inspectional Services Manager will decide at his or her discretion when to terminate the bargaining unit employee’s role as a Part-Time Fire Inspector.

Bargaining unit employees who are selected for the position and perform work as a Part Time r will be paid at a straight time rate of \$17.90 and will be paid an overtime rate of \$26.85. Bargaining unit employees, in their work as Part Time Fire Inspector, shall at a minimum, receive the same percentage increase to their hourly rate as outlined in Section 11.1 of the collective bargaining agreement. Additionally, employees working in this part-time capacity may also be eligible for the Village's merit pay program. Any merit pay decisions will be made solely by the Village.

Prior to the performance of the 7(g) Work described in this Side Letter, each employee is required to sign a copy of the 7(g) Agreement that is attached hereto as Exhibit A.

Nothing in this agreement shall be deemed a guarantee of 7(g) Work for bargaining unit personnel, or otherwise require the Village to offer 7(g) Work to any bargaining unit employee, nor shall bargaining unit employees have preference over any other Village employee or outside candidate for the performance of 7(g) Work on either a regular or overtime basis.

Either the Union or the Village may at any time propose additional jobs as 7(g) Work assignments so long as the work assignment consists of work conforming to the criteria described in Section 7(g) of the FLSA, 29 USC § 207(g).



**EXHIBIT A**

**FLSA 7(g)(2) Employee Agreement – Fire Inspector Work**

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(g)(2), between the Village of Glenview (“Employer”), and \_\_\_\_\_ (“Employee”), as permitted by the Side Letter of Agreement between the Employer and the Glenview Professional Firefighters Association Local 4186 (“Union”) (collectively, “the parties”).

In consideration of the mutual covenants, undertakings and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and employed by the Employer in the position of \_\_\_\_\_, and in that position, Employee is paid at a regular and bona fide rate pursuant to Sections 11.1 and 9.4 of the Collective Bargaining Agreement between the Employer and Union.
2. At times, Employee may also perform special overtime assignments for the Employer as a Part-Time Fire Inspector. Pursuant to the Side Letter between the Employer and Union, the parties agree that the Employee will be paid for all straight time hours in his secondary work as a Part-Time Fire Inspector at the rate of \$ \_\_\_\_\_ per hour.

The parties agree that any overtime hours spent by Employee performing the special assignments in Paragraph 2 of this Agreement will be paid at one and one half times the rate referenced in Paragraph 2 of this Agreement, or \$ \_\_\_\_\_ per hour.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Union: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Employer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Rank: \_\_\_\_\_ Date: \_\_\_\_\_

**7(g) Work Assignments and Compensation**

WHEREAS, the Village of Glenview (“Village”) seeks to engage the services of one or more Part-Time Telecommunicators; and

WHEREAS, the Glenview Professional Firefighters Association Local 4186 (“Union”) represents all full-time firefighters in the Village Fire Department in the rank of Captain and below; and

WHEREAS, the bargaining unit employees represented by the Union do not currently perform 911 dispatch work; and

WHEREAS, the Village and the Union seek to allow bargaining unit employees to perform part-time 911 dispatch work according to the terms discussed herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The parties agree that the Village may offer work in the below listed job (hereafter referred to as “7(g) Work”) to be performed by bargaining unit employees at overtime rates less than the rates established for regular work normally performed by bargaining unit employees as Firefighters, Firefighter/Paramedics, Lieutenants, and Captains.

For the purpose of this Agreement, the parties agree that the following jobs qualify as such “7(g) Work:”

- Part Time Telecommunicator

Bargaining unit employees who are interested in working as a Part Time Telecommunicator, will be required to submit their application material in accordance with the requirements described in the job posting. All hiring decisions will be made at the discretion of the Glenview Public Safety Dispatch Center (GPSDC).

The Director of GPSDC will set at his or her discretion the Part Time Telecommunicator work schedule, job duties and performance expectations. Likewise, the Director of GPSDC will decide at his or her discretion when to terminate the bargaining unit employee’s role as a Part-Time Telecommunicator. The Director or any supervisor of GPSDC shall not “forceback” or “holdover” any Part-Time Telecommunicator who is a member of Local 4186 if the “forceback” or “holdover” may result in a conflict between any Fire Department responsibilities.

Bargaining unit employees who are selected for the position and perform work as a Part Time Telecommunicator will be paid at a straight time rate of \$18.31 and will be paid an overtime rate of \$27.47. Bargaining unit employees, in their work as Part Time Telecommunicator, shall at a minimum, receive the same percentage increase to their hourly rate as outlined in Section 11.1 of the collective bargaining agreement. Additionally, employees working in this part-time capacity

may also be eligible for the Village's merit pay program. Any merit pay decisions will be made solely by the Village.

Prior to the performance of the 7(g) Work described in this Side Letter, each employee is required to sign a copy of the 7(g) Agreement that is attached hereto as Exhibit A.

Nothing in this agreement shall be deemed a guarantee of 7(g) Work for bargaining unit personnel, or otherwise require the Village to offer 7(g) Work to any bargaining unit employee, nor shall bargaining unit employees have preference over any other Village employee or outside candidate for the performance of 7(g) Work on either a regular or overtime basis.

Either the Union or the Village may at any time propose additional jobs as 7(g) Work assignments so long as the work assignment consists of work conforming to the criteria described in Section 7(g) of the FLSA, 29 USC § 207(g).

**EXHIBIT A**

**FLSA 7(g)(2) Employee Agreement – Telecommunicator Work**

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. §207(g)(2), between the Village of Glenview (“Employer”), and \_\_\_\_\_ (“Employee”), as permitted by the Side Letter of Agreement between the Employer and the Glenview Professional Firefighters Association Local 4186 (“Union”) (collectively, “the parties”).

In consideration of the mutual covenants, undertakings and agreements hereinafter made, the parties agree as follows:

1. Employee is represented by the Union and employed by the Employer in the position of \_\_\_\_\_, and in that position, Employee is paid at a regular and bona fide rate pursuant to Sections 11.1 and 9.4 of the Collective Bargaining Agreement between the Employer and Union.
2. At times, Employee may also perform special overtime assignments for the Employer as a Part-Time Telecommunicator. Pursuant to the Side Letter between the Employer and Union, the parties agree that the Employee will be paid for all straight time hours in his secondary work as a Part-Time Telecommunicator at the rate of \$\_\_\_\_\_ per hour.

The parties agree that any overtime hours spent by Employee performing the special assignments in Paragraph 2 of this Agreement will be paid at one and one half times the rate referenced in Paragraph 2 of this Agreement, or \$\_\_\_\_\_ per hour.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Union: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Employer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Rank: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C: Lieutenant and Captain Promotional Process Seniority Points**

**Calculation Formula:** The most senior individual (most service time, years, and months) in the Glenview Fire Department participating in the Lieutenant and Captain promotional process shall receive the maximum allowable points in this area, which is ten (10) or twenty (20) respectively. The calculation formula is determined by taking the maximum allowable points in the process and dividing that by the number of completed months of the most senior candidate in the promotional process. That establishes the factor. All remaining candidates will have their number of months multiplied by the determined factor to establish their seniority points. The calculated date will be the date the respective test announcement is published.

Name	Date of Hire	Calculated Date	Completed Years	Completed Months	Total in Months	Factor	Points
FF Seagrave	10/01/90	11/01/11	21	1	253	0.0395256917	10.00
FF Rosenbauer	08/15/98	11/01/11	13	2	158	0.0395256917	6.24
FF Spartan	03/09/02	11/01/11	9	7	115	0.0395256917	4.54