

AGREEMENT

Between

VILLAGE OF VILLA PARK, ILLINOIS

and

VILLA PARK PROFESSIONAL
FIREFIGHTERS ASSOCIATION

LOCAL NO. 2392

OF THE

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

AFL-CIO, CLC

May 1, 2014 – April 30, 2017

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF VILLA PARK, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the VILLA PARK PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL NO. 2392, OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereinafter referred to as the “Union”), is in recognition of the Union’s status as the exclusive representative of certain employees of the Villa Park Fire Department and has as its basic purpose the promotion of harmonious relations between the Village and the Union; to encourage and improve efficiency and productivity; to provide for the establishment of an equitable and peaceful procedure for the resolution of differences; and to establish an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

Article I. RECOGNITION

Section 1.01 Recognition

The Village recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all positions with the rank of Lieutenant and below, but excluding all supervisory employees above the rank of Lieutenant and all other managerial or confidential employees, and excluding all other employees of the Village of Villa Park and all other non-supervisory employees of the Villa Park Fire Department.

Section 1.02 Probationary Period

The probationary period shall be twelve (12) months in duration. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period except that short term absences from duty (up to thirty (30) days) shall be counted toward satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge without cause, with no recourse to the grievance procedure or any other forum except the Board of Fire and Police Commissioners.

Section 1.03 Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit whether or not they are members of the Union.

Section 1.04 Union Officers

For purposes of this Agreement, the term “Union Officers” shall refer to the Union’s duly elected President, Vice-President, Secretary and Treasurer.

Section 1.05 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.06 Seniority

Seniority for the purpose of this Agreement shall be defined as an employee’s length of continuous full-time service with the Fire Department of the Village since the employee’s last date of hire. Seniority shall not include periods of unpaid leave time unless otherwise required by law, nor shall it include any time spent as a volunteer or paid-on-call firefighter. If more than one person is hired on the same day, they shall be placed on the seniority list according to their rank of the eligibility list from which they were hired. Every twelve (12) months the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union.

Article II. UNION SECURITY AND RIGHTS

Section 2.01 Dues Check-off

While this Agreement is in effect, the Village will deduct from each employee’s paycheck once each pay period the regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check-off

authorization. The total amount of the deductions shall be remitted to the Union no later than ten (10) days after the deduction is made by the Village. A Union member desiring to revoke the dues check-off may do so by written notice to the Village at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract.

If the employee has no earnings due at the time of any check-off, 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. The Union may change the dollar amount, which will be considered the regular monthly fees for each employee two (2) times each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of dues to be deducted. The Union shall pre-pay the Village three dollars (\$3.00) per year per employee for the check-off services described in this Section.

Section 2.02 Maintenance of Membership

Each employee who is a member of the Union in good standing on February 1, 1998, or who thereafter voluntarily becomes a member of the Union in good standing shall, as a condition of continued employment with the Village, either remain a member in good standing of the Union for the duration of this collective bargaining agreement or pay to the Union a monthly dollar equivalent (not to exceed the monthly amount of Union dues) equal to the cost to the Union of the collective bargaining process and contract administration.

In the event that an employee is precluded from making involuntary contributions as required by this Section on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow such involuntary deduction from the employee's pay, provided, however, that such right to refuse shall continue only so long as the employee makes contributions of a dollar value at least equal in amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose, the Union shall certify to the Village the names of all employees covered hereby who were members in good standing of the Union on February 1, 1998 or who thereafter voluntarily become members of the Union in good standing and who after that date cease to be members in good standing of the Union and, consequently, are required to make the contributions referred to in this Section, either to the Union or to the mutually agreed-upon non-religious charitable organization.

Section 2.03 Union Indemnification

The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper dues deduction is made, the Union shall refund directly to the employee any such amount.

Section 2.04 Union Bulletin Board

The Village agrees to furnish suitable space for a bulletin board in a convenient location in the fire stations to be used only by the Union. The Union shall limit its posting of notices and bulletins to the bulletin board. The Union shall not use the board for posting abusive, inflammatory or partisan political material. The agreed location at Station 82 is the current radio room bulletin board. The agreed location at Station 81 is the current dorm bulletin board. The Union agrees to furnish a copy of notices to the Chief at the time of posting.

Section 2.05 Union Leaves

An employee may be allowed to substitute time for another employee so that employee may attend union meetings or conferences or engage in other legitimate union business at the discretion of the Fire Chief or his designee. Requests for union leave time shall follow the procedure attached hereto as Appendix C or as subsequently modified by mutual agreement. Union leave time is a privilege that shall not interfere with the operation of the Fire Department or result in payment of overtime.

Article III. LABOR-MANAGEMENT MEETINGS

Section 3.01 Meeting Request

The Village and the Union mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held when mutually agreed to in advance between Union representatives and representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a “Labor-Management Meeting” and expressly providing the agenda for such meeting.

Section 3.02 Content

Such meetings, agenda items and locations shall be mutually agreed to before being held and the purpose of any such meeting shall be limited to:

- a. Discussion on the implementation and the general administration of this Agreement.
- b. A sharing of general information of interest to the parties.
- c. Discuss with the Union changes in (non-bargaining) conditions of employment which may affect employees.
- d. Safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Grievances being processed under the Grievance procedure shall not be considered at a “Labor-Management Meeting”.

Section 3.03 Attendance

Attendance at Labor-Management Meetings by off-duty employees shall not be considered time worked for compensation purposes. Attendance at Labor-Management Meetings shall be limited to the Labor-Management Committee, consisting of the following persons:

- Fire Chief or his designee.
- Normally one other person selected by the Fire Chief, however, up to two other persons may be selected by the Fire Chief or the Village depending upon the items for discussion at the meeting.
- President of the Union.
- Normally one other person selected by the Union President, however, up to two other persons may be selected by the Union President, depending upon the items set for discussion at the meeting.

Article IV. MANAGEMENT RIGHTS AND WORK RULES

Section 4.01 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 the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and from time to time change schedules or assignments; to establish work and productivity

standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders and policies as it deems appropriate; to evaluate employees; to establish performance standards; to discipline, suspend and discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Village and the Fire Department in the event of civil emergency as may be declared by the Village President or Village Manager (it is the sole discretion of the President to determine that civil emergency conditions exist which may include, but not be limited to, riots, fires, civil disorders, tornado conditions, floods or other catastrophes); 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 provisions of this Agreement.

Section 4.02 Work Rules and Regulations

The Village may adopt, change or modify reasonable work rules. The Village agrees to post and make available copies of its applicable work rules where such rules exist in writing. Whenever the Village changes rules or issues new rules applicable to employees, the Union will be given at least five (5) days' prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Village within that five (5) day period before they become effective if the Union so requests. Work rules shall be equitably applied under similar circumstances and shall not conflict with any specific provision of this Agreement.

Article V. HOURS OF WORK AND OVERTIME

Section 5.01 Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 5.02 Work period

For purposes of payment of overtime under the FLSA, the normal work period shall consist of twenty-one (21) days.

Section 5.03 Work Schedule

The shift schedule shall normally consist of an employee working twenty-four (24) hours commencing at 7:00 a.m. and then having forty-eight (48) hours off. A Kelly Day (i.e. what would otherwise be a twenty-four hour duty day) shall be scheduled off every 16th duty shift. These shifts, work days and hours to which employees are assigned shall be stated on the Departmental work schedule.

Beginning March 15th, each shift will go through the seniority list once a day until all Floating Kelly Days have been scheduled for their respective shifts. Floating Kelly Days must be scheduled in the current fiscal year. Floating Kelly Days may be rescheduled in the current fiscal year, as long as there's a slot available. The Village shall allow only two (2) employees off per shift for either: Vacation, Kelly Day, Floating Kelly Day, or Compensatory Time purposes. Employees will be notified immediately of a conflicting date and be allowed to request an alternate date. It is agreed that no Floating Kelly Days be scheduled on the recognized holidays listed in Article VIII.

The total hours of Floating Kelly time received by a probationary member will be calculated by multiplying .212 hours of Kelly time per scheduled shift day by the number of scheduled shifts the Probationary member will work from their first day on shift until the end of the fiscal year (including scheduled shifts covered with benefit or trade time, but excluding scheduled Kelly days). The Village will provide the Probationary member time off equal to their total hours of Floating Kelly time as calculated above by the end of the fiscal year in which they were hired. The Village may elect to compensate the Probationary member by paying them overtime at a rate of one and one half (1 ½) times their hourly rate of pay for their Floating Kelly time as calculated above by the last payroll of the fiscal year in which they were hired.

Section 5.04 Work Shifts Per Work Period

Employees shall generally be assigned to work seven and one-half (7-1/2) twenty-four (24) hour shifts per 24-day work period, amounting to a schedule of 180 hours per work period. To accomplish this end, the Village shall provide each employee regularly scheduled to work 24-hour shifts with every 16th shift off (without loss of pay).

Each employee receives an additional Kelly Day, thereby reducing the shifts to 7 in each 21-day work period. He/she shall receive 12 hours off for every 24-day cycle scheduled back to back to equal one 24-hour shift off. This shall be accomplished by starting work cycles at 7:00 p.m. Each employee shall receive the last twelve (12) hours of the first work period and the first twelve (12) hours of the next work period off. Work reduction days shall be scheduled in advance by the Chief or his/her designee, excluding Floating Kelly Day. Floating Kelly Day shall be scheduled as outlined in Section 5.03.

Section 5.05 Overtime Pay

Employees assigned to 24-hour shifts assigned overtime work shall receive an additional one and one-half (1 ½) the employee's regular straight-time equivalent hourly rate of pay based upon 2713 paid hours of work annually. Overtime shall consist of all hours worked outside of the employee's established work schedule. All overtime pay shall be received in fifteen (15) minute increments. For purposes of this Article, time worked shall not include any uncompensated periods or time which is compensated under the Additional Leaves of Absence articles of this Agreement. An employee's straight time hourly rate shall be calculated by dividing his/her annual salary as set forth on the salary schedule by 2,713 annual hours.

Section 5.06 Hold-Over Time

When an employee is requested by the Village to work additional time due to emergency calls or late personnel immediately after the regular work shift without interruptions, the employee will be guaranteed a minimum of one (1) hour paid at one and one-half (1-1/2) times the employee's basic hour rate after fifteen (15) minutes. The first fifteen (15) minutes will be at straight time. Any time in addition to the first hour will be paid in fifteen (15) minute increments. Hold over hours will not affect the regular overtime lists.

Section 5.07 Call Back

When an employee is "toned out" or called back for emergency work by the Village, the hours worked will be paid at one and one-half (1-1/2) times the employee's basic hourly rate, commencing when the call back or tone out occurs. A minimum of one (1) hour (at the 1-1/2x rate) will be paid for each request the employee reports for as long

as the employee reports within thirty (30) minutes of the call back or tone out. If an employee does not respond within thirty (30) minutes of the call back or tone out, the employee will be paid for a minimum of thirty (30) minutes at the employee's basic straight-time hourly rate (to be calculated from the time the employee arrives). If the employee actually works more than thirty (30) minutes, the employee will be paid for one (1) hour at one and one-half (1-1/2) times the employee's basic straight-time hourly rate instead. Any time in addition to the first hour will be paid in fifteen (15) minute increments. Call back hours will not affect the regular overtime lists. If the "tone out" or call back is initiated forty-five (45) minutes or less before the beginning of the employee's shift, the employee shall not be entitled to overtime compensation unless the employee responds to that alarm or a subsequent alarm in fire department apparatus.

Section 5.08 Extra Work Distribution and Hire-Back

The Fire Chief or his designee(s) shall have the right to require unscheduled holdover or hire-back work and employees may not refuse such work assignments. Such required overtime shall be paid at time and one-half (1-1/2) for all such required overtime hours worked. In non-emergency situations where the Department needs to hire back, the Chief or his designee will use the current rotation system, however, employees who would be working in excess of forty-eight (48) continuous shift hours shall not be eligible. Specific employees may be selected for specific non-shift assignments based on special skills, ability or experience. Employees shall not be eligible for manpower overtime until after completion of the first six (6) months of employment.

Section 5.09 Mandatory Overtime Procedure

When it becomes necessary to fill a vacancy for a full-time bargaining unit position and when a replacement cannot be obtained from the regular overtime rotation system, the following procedure will be used as the mandatory overtime program:

1. In the event of an immediate vacancy occurring at the beginning or during a shift, the mandatory list will be utilized. If the vacancy occurs at the beginning of a shift, and there is no access to the mandatory list, then the least senior qualified full-time personnel on the prior shift will be required to work and moved to the bottom of the mandatory list. The Shift Supervisor can attempt to fill the vacancy following the normal overtime procedure.
2. If the vacancy is scheduled or occurs at any other time, the regular mandatory overtime list will be used to fill the vacancy.
3. After an employee has been required to work a mandatory overtime shift, he/she will no longer be eligible to work a mandatory overtime shift until the mandatory overtime list has been exhausted.
4. All mandatory hours worked will not be charged to the overtime hour list.
5. No employee will be permitted or required to work more than 48 continuous hours.

It is expected that these procedures will be followed except in cases of emergency where time does not permit the exhaustion of these steps.

Section 5.10 Paramedic Recertification Training Time

The Village shall pay each employee covered by this Agreement time and one-half (1-1/2) for all hours worked in paramedic recertification training, up to a maximum of forty (40) hours per year, so long as such time is pre-approved by the Chief or his designee(s) and occurs outside the employee's regular work shift.

Section 5.11 Night Drills

If the Fire Chief or his designee decides to have employees participate in night drills, such drills shall be not scheduled more than eight (8) times per year, per shift. On the duty day when night drills are scheduled, employees shall be granted relief from the regular assigned station duties for the period of 1300 hours to 1630 hours and shall respond to emergency calls when such calls occur. Employees shall be expected to and shall engage in one or more of the following duties during such period as determined appropriate by the Chief or his designee: performing administrative duties related to the specialty areas of EMS Coordinator, SCBA, Public Education, Hazardous Materials, Technical Rescue and/or Training; studying and reviewing IFSTA manuals, Hydraulic/engineering books, engineering mathematics, street maps, reviewing and drafting preplans and engaging in physical fitness.

Night drills, including set up and clean up, will be between 1830 and 2200 hours. Night drills shall be designed so as to enhance the skills of departmental employees to perform duties, tasks, visual acuity or evolutions affected or required by darkness; and/or to enhance coordination and communication among and between full-time personnel; Night drills shall not be instituted for punitive or harassment purposes.

Section 5.12 Compensatory Time

At the option of the employee, in lieu of overtime payment, overtime hours worked may be banked and used as compensatory time off, and shall be earned at a rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked. Compensatory time banked may only accumulate to two hundred forty (240) hours. Any amount over two hundred forty (240) hours must be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

Compensatory time off shall be taken in six (6) hour blocks, as long as there's a slot available. The Village shall allow only two (2) employees off per shift for either: Vacation, Kelly Day, Floating Kelly Day, or Compensatory Time purposes. Employees will be notified immediately of a conflicting date and be allowed to request an alternate date. It is agreed that no compensatory time off be scheduled on the recognized holidays listed in Article VIII.

At the termination of employment, unused compensatory time shall be bought back by the Village at the employee's regular straight-time hourly rate of pay for all hours accumulated but not used, to a maximum of two hundred forty (240) hours.

Section 5.13 No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Article VI. GRIEVANCE

Section 6.01 Definition

A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving discipline or an alleged violation or misapplication of an express provision of this Agreement.

Section 6.02 Procedure, Steps and Time Limits.

Step 1

The employee, with or without a Union representative (or the Union alone in the case of a Union grievance) shall take up the grievance or dispute in writing or orally with the employee’s immediate supervisor within six (6) business days from the date that the grievant became aware, or should reasonably have become aware of the occurrence giving rise to the complaint; if at that time the employee or Union Steward is unaware of the grievance, the employee or Union Steward shall take it up within six (6) business days of the date the Union or employee reasonably should have known of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee and the Union within six (6) business days. It is understood that the immediate supervisor has no authority to adjust any economic matters involving a grievance.

Step 2

If the grievance remains unadjusted in Step 1 and the employee, with or without a Union representative (or the Union alone in the case of a Union grievance) wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Fire Chief within six (6) business days after the receipt of the answer in Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The Fire Chief shall meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal with the employee and authorized Union representative(s) at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief shall give his written answer to the Union within ten (10) business days following their meeting.

Step 3

If the grievance remains unadjusted in Step 2 and the employee with or without a Union representative (or the Union alone in the case of a Union grievance) wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the Village Manager within ten (10) business days after the receipt of the answer in Step 2. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The Village Manager shall meet and discuss the grievance within fifteen (15) business days of receipt of the notice of appeal with the employee and authorized Union representative(s) at a time mutually agreeable to the parties. If no settlement is reached, the Village Manager shall give his written answer to the Union within ten (10) business days following their meeting.

Step 4

If the grievance remains unresolved within fifteen (15) business days after the reply of the Village Manager is due, the Union (with or without the employee), or the Village may, by written notice to the other party, invoke arbitration.

Section 6.03 Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Village and the Union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin and Indiana. Each party reserves the right to reject one list entirely. Both the Village and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall be first to strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. The

FMCS shall be notified by the parties of the name of the selected arbitrator who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 6.04 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of federal and state administrative agencies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under federal and state law. Any decision or award of the arbitrator rendered within the limitations of this Section 6.04 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 6.05 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within six (6) business days after the occurrence of the event giving rise to the grievance or within six (6) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

Section 6.06 Time Off

The grievant and one Union representative, or two (2) Union representatives if a Union grievance, shall be given paid time off to participate in the Step 2 or Step 3 meetings if the meetings are conducted on working time. No other off duty time spent on grievance matters shall be considered time worked for compensation purposes.

Section 6.07 Expense of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the Village and the Union. However, each party shall be responsible for the compensation of its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 6.08 Discipline and Discharge

- a. Discipline in the Village shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Chief shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Village believes just cause exists to institute disciplinary action, the Chief shall have the option to assess the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

- b. The employee may file a written reply to any oral reprimand. If the Chief has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The Village agrees that employees shall be disciplined and discharged only for just cause. A copy of all discipline notices shall be provided to the Union.
- c. If the Chief decides to impose disciplinary action (excluding reprimands) against an employee, the employee may challenge such action through the grievance process starting at Step 2. Oral and written reprimands shall not be appealed beyond Step 3 of the Grievance Procedure.
- d. Discipline shall be removed from an employee's file based on the following schedule:
- Oral reprimand 18 months
 - Written reprimand after 36 months it will not be used for progressive discipline and will be removed after 60 months.
 - Suspension Indefinitely
 - Discharge

Article VII. NO STRIKE

Section 7.01 No Strike

The Union, its officers, agents or employees, and any employees subject to this Agreement shall not instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, picketing or other concerted disruption of the operations of the Village regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.02 No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.03 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.01 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.04 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Article VIII. HOLIDAYS

Section 8.01 Holidays for 24-Hour Personnel

In lieu of paid holidays eligible employees regularly working 24-hour work shifts shall annually receive one hundred and twenty (120) hours of straight-time pay on the first payroll period in December. Employees who work less than a full fiscal year shall receive holiday pay on a pro-rata basis, also on the first payroll period in December or at time of separation.

The following are designated holidays for employees assigned to 24-hour shifts:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Article IX. LAYOFF AND RECALL

Section 9.01 Layoff

The Village agrees that there will be no layoffs for the term of this contract.

Section 9.02 Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Article X. VACATIONS

Section 10.01 Eligibility and Allowances for 24-Hour Shift Employees

All employees who regularly work 24-hour shifts shall be eligible for paid vacation time after the completion of one year of continuous full-time employment. Employees shall start to earn vacation allowance as of their date of hire, but cannot use vacation time until the year after it is earned. Vacation allowances shall be earned, based on the following schedule:

Upon Successful Completion of (full years of service)	No. of Shift Days
1 Year	5 Days
6 Years	6 Days
8 Years	8 Days
15 Years	10 Days
20 Years	12 Days

For purposes of this Article, the term “shift days” equals a regular 24-hour day.

Section 10.02 Vacation Pay

The rate of vacation pay shall be the employee’s regular straight-time rate of pay in effect for the employee’s regular job classification on the payday immediately preceding the employee’s vacation.

Section 10.03 Scheduling Vacations

Beginning March 15, each shift will go through the seniority list once a day until all vacation requests have been scheduled for their respective shifts. The employee requesting a date or time frame will be granted and guaranteed the day(s) requested, in blocks of no more than two (2) weeks on each pick, if the day(s) are available. The Village shall allow only two (2) employees off per shift for either: Vacation, Kelly Day, Floating Kelly Day, or Compensatory Time purposes. Employees will be notified immediately of conflicting date(s) and allowed to request alternate date(s). It is agreed that no vacation days be scheduled on the recognized holidays listed in Article VIII.

Any request for vacation days not submitted in March can be used throughout the fiscal year as long as the request is submitted for approval to the Fire Chief or his designee seventy-two (72) hours in advance of the day requested off and there is a slot available. Vacation may be approved with less than seventy-two (72) hours notice at the sole discretion of Fire Chief or his designee.

Section 10.04 Accumulation

Vacation credit shall not be accumulated during any layoff period nor shall vacation credit be accumulated during any unpaid leave of absence.

Section 10.05 Village Emergency

In case of a civil emergency the Village Manager may cancel any or all approved vacation leaves (for the duration of the civil emergency) in advance of their being taken. If an employee's vacation is canceled, the employee shall be permitted to select any time slot during the twelve (12) months following the canceled dates regardless of the number of people off.

Section 10.06 Vacation Carry Over

Each employee is able to carry over up to two (2) vacation shifts each year. If the employee has vacation shifts remaining at the end of the fiscal year, they will automatically carry over. The employee must use them by the end of the fiscal year that they carried over to.

Article XI. SICK LEAVE

Section 11.01 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or behalf of the employee or fellow employees for them to work while sick.

Section 11.02 Allowance

Sick leave may be used for sickness or disability, or for caring for a seriously ill or injured individual living with the employee and who is in the employee's immediate family (defined as the employee's legal spouse, children, step-children, parents, parents of spouse, step-parents, brothers and/or sisters; and relatives living under the same roof as the employee).

Section 11.03 Sick Days Earned

Sick leave for 24-hour shift employees shall accrue on a monthly basis at the rate of one-half of a twenty-four (24) hour day every month of completed employment (six days per year maximum). Employees shall accrue but not use sick leave days during their first year of employment. The maximum number of unused sick leave days, which may be held in accrual, is eighty-five (85) twenty-four (24) hour days.

Section 11.04 Notification

Notification of absence due to sickness shall be given to the on-duty supervisor as soon as possible on the first day of such absence and every day thereafter (unless this requirement is modified or waived by the Chief), but no later than one (1) hour before the start of the employee's work shift. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 11.05 Medical Examination

Prior to an employee's returning to work after missing two (2) or more consecutive working days, the Village may require a written certification from a physician indicating the nature of the illness and containing a statement that the employee has been examined and is physically able to return to work.

Section 11.06 Abuse of Sick Leave

Abuse of sick leave is a serious matter, which may subject an employee to discipline up to, and including discharge. Where the Village has a bona fide reason to suspect sick leave abuse, it may require at the employee's expense that any absence be accompanied by a written certification of a licensed physician of the employee's choice.

Section 11.07 Sick Leave Utilization and Buyback

Sick leave shall be used in two (2) hour increments with a minimum of six (6) hours. At the termination of employment, unused sick leave shall be bought back by the Village at the rate of fifty percent (50%) of the employee's regular hourly rate of pay for all sick days accumulated but not used to a maximum of fifty two (52) 24-hour days.

Article XII. TRANSFERS

Section 12.01 Shift Transfers

Employees shall be involuntarily changed between shifts no more than once every year except as outlined in Section 12.03. Any employee whose shift will be involuntarily changed shall be given thirty (30) days' notice and changes will occur on the first three shifts in March. When involuntary shift transfers occur, any employee who will be scheduled to work more hours than his/her previous shift would have worked in that week, he/she 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 twenty-four (24) hour duty day off that same week, or be paid overtime for the extra duty shift.

Section 12.02 Voluntary Transfers

Employees of equal rank and/or qualifications may request to change shifts once each fiscal year. When two (2) employees mutually agree to change work shifts, they shall submit their request to the Chief or his designee. A request for shift change shall not constitute an obligation upon the Village to approve it. Voluntary shift changes shall not obligate the Village to any additional cost.

Section 12.03 Emergency Transfers

When the need arises for an emergency transfer due to long-term illness, injury, extended leave as outlined in Section 13.01, the Village may transfer an employee to the vacancy. 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. Employees who are moved for this purpose shall be compensated as outlined in Section 12.01 and any previously approved vacation time period will be granted even if there is another employee on an 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. When the long-term illness, injury or extended leave as outlined in Section 13.01 has been resolved, the involuntarily transferred bargaining unit member shall be returned to his previous shift.

Section 12.04 (Non-Vacancy) Emergency Transfers

The Chief at his discretion and in the best interest of the department's operations may initiate emergency transfers to resolve unforeseen personnel conflicts or problems within the department. The transferred employee not directly involved in the unforeseen personnel conflict or problem will have his previously scheduled paid leave time guaranteed for the remainder of the fiscal year. Employees who are moved for this purpose shall be compensated as outlined in Section 12.01.

Article XIII. ADDITIONAL LEAVES OF ABSENCE

Section 13.01 Discretionary Leaves

The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. If an employee engages in employment elsewhere during such leave without written permission of the Village Manager, the employee shall have such leave immediately terminated and the employee shall be subject to discipline up to and including discharge.

Section 13.02 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager and Fire Chief as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence, if granted, shall be furnished to the employee by the Village Manager in writing.

Section 13.03 Military Leave

Military leave shall be granted in accordance with applicable law.

Section 13.04 Jury Duty Leave

Employees covered by this Agreement who are required to serve on a jury on a day that they are scheduled to work shall sign their jury duty checks for that day over to the Village. The Village shall compensate such employees, at their regular rate of pay, for days spent on jury duty that the employee was scheduled to work. Each day an employee serving on jury duty shall be excused from work not less than two (2) hours before the start of jury duty and shall report for work not more than two (2) hours after being excused from jury duty.

Section 13.05 Funeral Leave

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, parents, grandparents, parents of spouse, step-parents, brothers and sisters; and relatives living under the same roof as the employee), an employee shall receive off with pay the day of the death (if he/she is working) and up to twenty-four (24) hours if needed for matters in direct relation to the death of an immediate family member.

Additional time off up to a total of twenty-four (24) hours may be taken where needed to attend funerals of those persons defined above or tend to business relating thereto, and shall be credited against sick leave.

An employee shall provide satisfactory evidence of eligibility for this benefit if reasonably requested by the Village.

Section 13.06 Leave for Illness or Injury

In the event an employee is unable to work by reason of an on-duty injury (including those compensable under Workers' Compensation), the Village shall grant a leave of absence to the extent required by law during which time the employee shall accrue seniority, as required by law. In the event that an employee is unable to work by reason of an off-duty injury or illness, the Village may grant a leave of absence after the employee exhausts all of his accrued sick leave as provided in Section 13.01, above.

Before returning to work, the employee shall furnish a medical report from his doctor to the effect that the employee can perform the duties of his position. The Village may require, at its expense, that the employee undergo additional medical examinations.

Section 13.07 Benefits While on Leave

Unless otherwise stated in this Article or otherwise required by law, length of service and any right or privilege for which length of service is a factor shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status.

Upon return the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification.

If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During the approved unpaid leave of absence or layoff under this Agreement, all fringe benefits will cease, except that the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent provided by law, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 13.08 Light Duty

The Village may require an employee who is on Workers' Compensation leave (as opposed to disability pension) to return to work in an available Fire Department light duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the light 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 within six (6) months.

An employee who is on paid sick leave may request, but shall not be required, to return to an available light duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. The Village has no obligation to provide light duty assignments to employees.

The provisions of Article XIII, Section 13.10 (Fitness Examinations) shall be applicable if the employee disputes the determination of the Village's physician.

Unless the Village assigns and the employee consents to a different work schedule, the hours of work for an employee with a light duty assignment shall be not more than eight (8) consecutive hours excluding an unpaid lunch period between 7:00 a.m. and 7:00 p.m., Monday through Friday (unless the physician specifies a shorter work week). While assigned to light duty employees shall work recognized Village holidays as annually approved by the Village Board. While assigned to light duty, an employee may use accrued benefit time on recognized Village holidays. Fair Labor Standards Act overtime provisions shall prevail.

If an employee returns to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six (6) months thereafter, the Village retains the right to place the employee on disability leave, Workers' Compensation leave, sick leave, or special unpaid leave, whichever is applicable.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension.

Section 13.09 Maternity Leave

The Village and the Union must follow all State and Federal Laws in regards to Maternity leave.

Section 13.10 Fitness Examination

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its

expense, that the employee be examined by a medical professional selected by the Village who is qualified and licensed in the appropriate specialty and/or subspecialty.

All such examinations/tests required by the Village shall be at the Village's expense: provided that any such examinations/tests shall be in addition to any requirement that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave.

Where the Village directs an employee to be examined, the employee shall have the option of being examined at his own expense by a medical professional of his own choosing who is qualified and licensed in the appropriate specialty and/or subspecialty. If there is a difference of opinion between the Village's medical professional and the employee's medical professional and the Village does not accept the opinion of the employee's medical professional, the employee shall be directed to obtain the opinion of a third medical professional of equivalent qualifications who shall be jointly selected by the Village's medical professional and the employee's medical professional. In such event, the decision of the third medical professional shall determine the employee's fitness for duty and such determination shall not be subject to the grievance and arbitration procedure specified in this Agreement.

If it is determined that an employee is not fit for duty based on the foregoing, the Village may place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days), or take other appropriate action.

Nothing herein shall be construed to alter or have any affect on either the statutory rights or the statutory requirements concerning disability pensions.

Section 13.11 Emergency Time

After an employee completes his/her one-year probationary period they will be eligible to utilize up to twenty-four (24) hours of emergency time per fiscal year to count against their sick time. Notification for said day shall be consistent with Section 11.04 and shall be used in two (2) hour increments with a minimum of six (6) hours.

Article XIV. COMPENSATION

Section 14.01 Wage Schedule

Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Appendix B. These wage schedules reflect the following wage increase in straight-time rates of pay:

Effective May 1, 2014	2.5% increase
Effective May 1, 2015	2.5% increase
Effective May 1, 2016	2.5% increase

Section 14.02 Longevity

After seven (7) completed years of continuous full-time service to the Village, an employee shall be awarded an annual longevity payment of \$650.00 in each fiscal year thereafter. This payment shall be made in two equal amounts of \$325.00 within one (1) week preceding or one week after October 1 and April 1 of each year.

Section 14.03 Acting Rank Pay

In the event that an employee acts for at least eight (8) hours in a different rank, then the employee shall be paid his regular rate of pay for each day, plus one (1) hour of straight pay for each day. Any time spent training for this work shall not be included for the purposes of this section.

Section 14.04 Tuition Reimbursement

The village may, upon request, decide to reimburse an employee's college tuition or a portion thereof; where the tuition involves course work directly related to work performed by the employee and which have a beneficial relationship to the performance of the employee's duties.

The intent of this section is not to provide reimbursement for entire college degree programs but only for those courses in a particular degree program that are determined to be work-related. The Village Manager will make the final decision as to whether a course is work-related and, therefore, subject to reimbursement.

Procedure:

1. No later than December 1 of each year, the employee must submit to the Chief or his designee a written plan for courses to be taken for the subsequent May 1 fiscal year. The plan should estimate costs for tuition only; no reimbursement will be made for books, supplies or transportation costs. The employee should also provide written justification on how the course is work-related as defined in the section above. The employee must disclose any scholarships that the employee will receive for this course work.

2. The Chief or his designee will then discuss the request with the Village Manager in the budgeting process. If the Village Manager determines that the course request is work-related and that the funds can be made available in the next fiscal year's budget, then the employee will be notified that he/she is eligible for tuition reimbursement subject to Village Board approval of the budget for the next fiscal year.
3. In order to receive reimbursement, the employee must:
 - a. Complete the course with a grade of "B" or better or pass if a pass/fail grade is used.
 - b. Submit all grade reports and tuition statements to the Chief or his designee within 45 days after completion of the course.

Other Stipulations

- If an employee voluntarily leaves employment with the Village within one year after completion of a course for which reimbursement has been received from the Village, then the Village will require the reimbursement to be repaid by the employee.
- All tuition reimbursed by the Village will be granted after any scholarship funds received by the employee have been exhausted. In order to be considered for tuition reimbursement, the employee must have submitted an I-Chiefs Scholarship application for the course work.

Section 14.05 Pension Pick-Up Plan

The Village will make employees' pension contributions from pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 14.06 Reimbursement of Expenses

If an employee leaves the employment of the Village for reasons other than a disability pension within the first five (5) years of beginning employment with the Village, then the employee shall reimburse the Village for the full cost of any training (including training to obtain or maintain certification as a firefighter or paramedic), including tuition, books, lodging and travel expenses and the value of the employee's time, if the employee was compensated by the Village during such training. The employee's obligation to reimburse the Village will begin upon enrollment in the course or training program.

If an employee leaves the employment of the Village for reasons other than a disability pension within one (1) year of beginning employment with the Village, then the employee shall reimburse the Village for the full cost (100%) of his initial uniform issue.

The employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his or her final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, then the Village may pursue further reimbursement by any lawful means. The Union shall not be liable for any costs associated with collecting the reimbursement from the employee. The employee shall reimburse the Village according to the following schedule:

Employment Termination Date	Percentage of Training Reimbursement
1st year of employment	100%
2nd year of employment	80%
3rd year of employment	60%
4th year of employment	40%
5th year of employment	20%

Article XV. UNIFORMS

Section 15.01 Uniform Allowance

In recognition that employees are required to wear and regularly clean and maintain uniforms, and maintain a professional appearance at all times, the Village shall pay to each employee covered by this Agreement an annual uniform allowance. The amount of uniform allowance shall be \$500.00. Should there be any significant changes in the cost of uniforms required to be worn, that change will be reflected in the amount of uniform allowance. Payment for uniform allowance shall be made in the first pay period of May. The Village will designate where uniforms may be purchased and their suitability for continued use.

Section 15.02 Dress Uniform

All employees shall be required to have one (1) dress uniform. New employees shall be required to have one (1) dress uniform within six (6) months of the completion of their probationary period. Notwithstanding the provisions of Section 15.01 of this Agreement, employees shall receive no additional uniform allowance toward the cost of the dress uniform.

Section 15.03 Structural Fire Fighting Gear

The Village shall provide each employee with protective clothing of good quality and condition meeting NFPA 1851. At a minimum, such protective clothing shall include; one (1) fire helmet and face shield/eye protection, one (1) SCBA face piece, one (1) pair bunker pants, one (1) pair bunker boots, one (1) turnout coat, two (2) pair gloves, two (2) protective hoods, and one (1) flashlight. All protective clothing shall be inspected regularly. Any employee who believes his protective clothing does not meet standards may submit the clothing for inspection at any time.

Section 15.04 Initial Uniform Issue

In lieu of an initial uniform allowance payment at the time of hire, the Village agrees to provide each employee with an initial uniform issue at no additional cost to the employee. An employee hired after November 1 will not be eligible to receive the annual uniform allowance for the next fiscal year. An initial uniform issue shall include; one (1) metal nameplate, four (4) soft nameplates, soft badges, department patches, and reverse American flags, two (2) short-sleeve shirts, two (2) long-sleeve shirts, two (2) pair pants, two (2) polo shirts, two (2) job shirts, six (6) t-shirts, one (1) belt, one (1) pair boots, and one (1) winter coat.

Article XVI. INSURANCE

Section 16.01 Coverage

The Village shall continue to make available to non-retired employees and their dependents similar group health and hospitalization insurance coverage and dental and vision benefits as existed prior to the signing of this Agreement. Further, the Village shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by Village insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee, for the life of this Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure, or to adopt a health maintenance organization(s) or preferred provider organization plan(s) for the provision of health care benefits, so long as the new coverage and benefits are similar to those which predated this Agreement.

Section 16.02 Cost

Currently, Village employees covered by this contract, pay fifteen percent (15%) of the applicable monthly premium (single, employee plus one or family) for insurance coverage under the Village Preferred Provider Organization (PPO), indemnity plan or Health Maintenance Organization (HMO) plan. The cost of insurance shall remain at 15% for the life of this contract, April 30, 2012.

Section 16.03 Life Insurance

The Village shall provide, at not cost to the employee, life insurance coverage in the amount of \$20,000 per employee, and dependent life insurance coverage in the amount of \$5,000 for the employee's spouse and \$2,000 per dependent child up to age 19 or up to age 23 if a full-time student.

Section 16.04 Terms of Insurance Policies to Govern

The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated, shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 16.05 National Health Insurance

Should some form of National Health Insurance be enacted which results in increased insurance costs to the Village, the Village may elect to reopen Article XVI only.

Section 16.06 Retiree Insurance

The Village and the Union have agreed that the Village shall provide to all bargaining unit members who were employed on or before May 1, 2010, a supplemental insurance payment of \$125 per month under certain specific conditions stated below:

- a. Each bargaining unit member employed on or before May 1, 2010, shall be entitled to receive a \$125 per month supplemental payment upon his retirement, other than for disability, after attaining both age fifty (50) with at least twenty (20) years of creditable service as a full-time firefighter with the Villa Park Fire Department.
- b. The \$125 per month supplemental payment shall be paid until the earlier of the eligible employee's attainment of age 65 or death.
- c. The \$125 per month supplemental payment shall only be paid for each month that the eligible employee is receiving a pension from the Villa Park Fire Pension Fund for retirement, other than for disability.
- d. If the eligible employee is a participant in the Illinois Personnel Benefits Cooperative (IPBC) or any medical successor plan that the Village offers its employees, the \$125 per month supplemental payment shall be used to offset the amount the eligible employee would otherwise be required to pay for IPBC or successor plan coverage.
- e. If the eligible employee is not a participant in the IPBC or any successor medical plan that the Village offers its employees, the \$125 supplemental

payment shall be paid to the eligible employee in cash less withholding of applicable taxes.

- f. This Section 16.06 shall terminate when all of the eligible employees employed on the date this Agreement is executed have terminated employment, died, or attained age 65, whichever is the last to occur.

Section 16.07 IRC Section 125 Plan

The Village will continue to offer an IRC Section 125 Plan whereby employees will be able to pay the employee premium contributions for Village-provided health, dental and vision insurance with pre-tax earnings. The Village will maintain the IRC Section 125 Plan in effect as long as it continues to be permitted under substantially similar regulations and conditions which were in effect on the effective date of this Agreement.

Section 16.08 Insurance Committee

There shall be a health insurance committee comprised of an equal number of management and employee representatives from each of the employee groups. The committee may review proposed modifications to the health insurance plan benefits and make recommendations for change in order to reduce the increase in health insurance premiums. The committee may also make recommendations for changes in dental and vision benefits.

Article XVII. MISCELLANEOUS BENEFITS AND OBLIGATIONS

Section 17.01 Extraordinary Disease Exposure Inoculations

The Village shall provide, or in the event that it does not provide then it shall pay for, immunization or inoculation shots for diphtheria, pertussis, tetanus, measles, mumps, rubella and hepatitis B as often as medically required. The Village shall bear the reasonable cost of inoculation or immunization shots provided to an employee and his family when deemed by competent medical authority to be necessary as the result of the employee's significant exposure in the line of duty to dangerous contagious diseases (excludes exposure to common "household" diseases such as colds, the "flu", and the like).

Section 17.02 File Inspection

Each employee shall be permitted to inspect his personnel file within three (3) calendar days after written request is made to the Fire Chief and to the extent required by the "Access to Personnel Records Act", 820 ILCS 40/0.01 of the Illinois Revised Statutes.

Section 17.03 Disability Benefits

The Village shall pay the employee's regular, straight-time earnings for work-related illness or injury for twelve (12) months from the date of the original work-related illness or injury. The employee shall sign over TTD payments, which duplicate amounts already paid by the Village.

Section 17.04 Duty Trades

Duty trades shall be allowed at the discretion of the Fire Chief or his designee. Requests for such duty trades shall follow procedures as outlined in Appendix E. Duty trades are a privilege, which shall not interfere with the operation of the Fire Department or result in the payment of overtime. Duty trades shall not arbitrarily be denied.

Employees on the same shift shall be allowed to trade previously scheduled work reduction days regardless of rank.

Section 17.05 No Smoking

Employees hired after the effective date of this Agreement may be required to sign a pledge not to smoke or chew tobacco on or off duty as a condition of continued employment with the Village. Employees hired prior to the effective date of this Agreement shall, for the life of this Agreement, confine any smoking to areas currently designated by the Village.

Section 17.06 Wellness/Fitness Program

- a) **Introduction** Employees shall participate in a mandatory physical fitness program through the Fire Department and Village's wellness programs managed through mutual agreement of both parties. Components of the program shall include: medical clearance from annual Village physical prior to participation; cardiovascular and/or strength training completed on-duty; equipment and facilities; exercise specialists and /or certified peer fitness trainers; fitness evaluations of aerobic capacity, flexibility, muscular strength and muscular endurance; fitness self-assessment; and exercise prescriptions.

- b) **Funding** Cost sharing of training and/or CE for Peer Fitness Trainers shall be divided equally between Union and the Village. Equipment will be maintained and purchased by Foreign Fire Fund contributions.
- c) **Injury/Fitness/Medical Rehabilitation** The Village shall provide a rehabilitation program that includes medical treatment, periodic reevaluation following return to work, and physical and occupational therapy as deemed necessary by the Village's workers compensation carrier.
- d) **Wellness Committee** A committee comprised of a combination of one (1) certified Peer Fitness Trainer, one (1) Union and two (2) Village representatives, and the Village's Benefits Coordinator (acting in an advisory role), shall be formed to monitor progress and mitigate issues with participation in the Wellness/Fitness Program.
- e) **Behavioral Health** Behavioral health programming shall be provided through internal and/or external sources available through health benefits provided by the village which may include the following: professional and coordinated assistance; nutrition; tobacco use cessation; Employee Assistance Program (EAP); substance abuse interventions; stress management; utilization of peer support; counseling services; and Chaplain services for spiritual needs.
- f) **Data Collection** A confidential data collection system, which omits the identity of any individual, will be developed by the Wellness Committee and maintained by the Peer Fitness Trainers to collect long term information on the health and fitness of employees within the Fire Department that will quantify the medical

and fitness history of personnel and qualify the impact of the Wellness-Fitness Program.

- g) **Confidentiality of Medical Information** All medical information shall remain confidential and shall be maintained in separate locked files from all other personnel information. The Village shall only have access to information regarding fitness for duty, necessary work restrictions and appropriate accommodations.
- h) **Physical Fitness** All employees shall take part in a comprehensive, integrated fitness plan based on individual needs and assessments provided by a qualified Peer Fitness Trainer, while on duty. All employees shall participate and show evidence of a good faith effort to meet the guidelines in their individual fitness prescription. For purposes of this Section, good faith effort shall be defined as participating in a minimum of thirty (30) minutes of physical fitness activity per shift.

Employees may utilize the Village's exercise facilities on a voluntary basis outside of their scheduled work hours, provided that the off duty time spent on these activities shall not be considered hours worked under the Collective Bargaining Agreement or the Fair Labor Standards Act and shall not be covered by the Worker's Compensation Insurance.

Article XVIII. STAFFING AND SUBCONTRACTING

Section 18.01 Introduction

The Village and Union mutually understand and agree that protecting the health, safety, and welfare of the firefighter/paramedics and the community is of primary concern to both parties. To promote this concern a minimum number of qualified and trained firefighter/paramedics shall be maintained on duty at all times as set forth hereinafter.

The Village and Union agree to continue to work to improve the staffing levels of the Villa Park Fire Department while working within budget concerns. The staffing levels included in this agreement are to be considered a minimum staffing level for the department. Nothing contained in this agreement shall limit the Village from operating the department with a staffing level of bargaining unit members above this level and the bargaining unit members will support such a level.

Section 18.02 Staffing

The Village shall maintain a minimum of six (6) classified, full-time sworn bargaining unit members per shift.

Section 18.03 Subcontracting

The Village and Union mutually agree that in the event staffing drops below six (6) collective bargaining unit members per shift due to extended illness or injury leave of sixty (60) days or more, or catastrophic emergency, the Village and the Union shall establish and administrate a Short Term Employment List maintained by the AFFI, also known as a “Silver Spanner Eligibility List.” The Village may hire non-bargaining unit

members on a temporary basis from the established “Silver Spanner Eligibility List.” Temporary non-bargaining unit members shall perform work currently consistent with the duties of the collective bargaining unit. The Village may only enforce this Section of the contract until a new eligibility list for regular appointment is established or for a period of six (6) months, whichever is less. The Village and Union agree that in the event that this Section of the contract is enforced Probationary personnel will be eligible to work overtime after six (6) months of service, or sooner with approval of the Chief or his designee.

Section 18.04 Silver Spanner Hiring

A Labor/Management Committee will be established to determine the guidelines and procedure for the Silver Spanner List hiring practices.

Section 18.05 Part-time Firefighter/Paramedic

The Village will be allowed to hire and utilize part-time firefighter/paramedics to fill one (1) additional part-time firefighter/paramedic slot per day (add to staffing, not replace). The Union’s Executive Board shall designate a representative who may participate with management in the hiring process and recommend that each applicant for the part-time position be hired or not be hired. The primary role of the part-time firefighter/paramedics will be EMS and they will be assigned to the medic unit.

Article XIX. LIEUTENANTS

Section 19.01 Benefit Time Restrictions

The Chief shall have the right to restrict the use of benefit time (i.e., vacation slots, advance Kelly day scheduling, comp days off) so that no more than one Lieutenant is scheduled off per shift. In addition, in the event of an extended absence due to illness, injury, or disability, use of such benefit time may also be denied during the period of such absence provided no pre-scheduled time off shall be cancelled and provided the length of the extended absence does not prevent Lieutenants from using their vacation time during the year.

Section 19.02 Shift Supervisors

The top three (3) Lieutenants shall be assigned as Shift Supervisor based on their placement on the current Deputy Chief's promotional eligibility list. In the event there are not three (3) candidates to choose from, the remaining open Shift Supervisor assignments will be assigned to the Lieutenants with the most seniority in rank. These Lieutenants shall be paid his/her regular rate of pay each day plus one (1) hour of straight pay for each day.

Article XX. DRUG AND ALCOHOL TESTING

The Village may require an employee to submit to a urine, blood or other appropriate test when there is a reasonable, individualized suspicion of improper drug or alcohol use. Upon request, the Village shall provide an employee who is ordered to submit to any such test with a written statement of the general basis for the Village's reasonable suspicion within seventy-two (72) hours of the request.

The Village shall use only laboratories, which are certified by the State of Illinois to perform drug and/or alcohol testing. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, 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 tests were 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.

Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as having alcohol (.020 percent or above) or proscribed drugs in the blood while on duty shall be cause for discipline, including termination. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable

suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be submitted through the grievance procedure.

Nothing in this Article shall be construed to prevent an employee from asserting, or the Fire Chief from considering, that there should be treatment in lieu of discipline. Further, nothing in this Article shall prohibit an employee from requesting treatment one time, prior to an order to test, for a drug and alcohol problem and that no disciplinary action will be sought in such cases and no record of the treatment will be maintained in the personnel file after successful treatment.

Article XXI. IMPASSE RESOLUTION

Remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

Article XXII. BOARD OF FIRE AND POLICE

COMMISSIONERS

The parties recognize that the Board of Fire and Police Commissioners of the Village of Villa Park has certain statutory authority over employees covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish that authority except as modified by this Agreement.

Article XXIII. 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, with respect to all secondary employment (including self-employment), including any changes in the nature and/or extent of such employment, employees shall notify the Fire Chief in writing. The notification shall include the secondary employer's name, address and phone number and nature of employment.

Article XXIV. NON-DISCRIMINATION

Section 24.01 Equal Employment Opportunity

In accordance with applicable State or Federal law, both the Village and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, disability and Union activities or non-Union activities. Other than Union activities, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 24.02 Union Activity

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Article XXV. UNION SOLICITATION OF CITIZENS AND RESIDENTS

While the Village acknowledges that the Union may conduct solicitation of Village merchants, residents or citizens, the Union agrees that none of its officers, agents or members will solicit any person or entity for contributions or donations on behalf of the Village of Villa Park.

The Union agrees that the Village's name or insignia, communications systems, supplies and materials will not be used for solicitation purposes and solicitation by bargaining unit employees may not be done on work time unless prior approval is obtained from the Fire Chief. Neither the Union nor its agents or representatives may use the words "Villa Park Fire Department" in its name or describe itself as Villa Park Fire Department Local No. 2392. The Union further agrees that any written or oral solicitation of Villa Park residents, citizens or merchants will include the words: "This solicitation is not made on behalf of, nor do receipts go directly to the benefit of the Fire Department."

The foregoing shall not be construed as a prohibition of otherwise lawful solicitation efforts by the Union directed to the general public, nor shall it limit the Village's right to make otherwise lawful and truthful comments concerning such solicitation.

Article XXVI. 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, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof, although the Village may temporarily institute a change, if mandated, pending the outcome of such negotiations.

Article XXVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining as defined in the Illinois Public Labor Relations Act and rules of the Board issued pursuant thereto, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and this Agreement concludes collective bargaining between the parties for its term except for any impact bargaining which may be requested as provided by law. The parties agree that the Village may temporarily implement a change if mandated pending the outcome of any impact bargaining which might be properly requested by the Union.

Article XXVIII. PROMOTIONS

Section 28.01 General

Pursuant to Section 10(e) of the Illinois Fire Department Promotion Act (“IFDPA”) (PA. 93-0411) and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that, effective January 1, 2005, the process for promotion to the rank of Lieutenant for the term of the 2006 Labor Agreement shall be governed solely by the provisions of this Article and that such provisions shall supersede and be in lieu of the provisions of the Fire Department Promotion Act (IFDPA), and that the provisions of this Article shall also supersede the rules and regulations of the Villa Park Board of Fire and Police Commissioners (“Board”), and the Municipal Code and the rules and regulations of the Board to the extent they conflict with the provisions of this Article. The Village and the Union expressly waive any rights either may respectively otherwise possess under these statutes and rules. The parties recognize that in accordance with §10(e) of the IFDPA, this Article contains provisions, which vary from the terms of the IFDPA and as such are permissive subjects of bargaining. The parties recognize that certain provisions relating to mandatory subjects were compromised by the Village in consideration for agreement on the part of the Union to include provisions that modify the provisions of the IFDPA or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in the successor agreement and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either party’s rights to withdraw or modify such terms in regard to the negotiation of the terms of a successor article. It is further understood that

the terms of this Article shall continue in effect during the period of negotiation between the parties as to the terms of a successor contract. Provided, that if interest arbitration is invoked by either party and any part of this Article is in dispute, the terms and conditions of this Article which are variances from the terms of the IFDPA shall not be within the jurisdiction of the Arbitrator to determine, without the express consent of the Union or Village, whichever is applicable, and shall lapse upon the award of the Arbitrator.

Section 28.02 Applicability

The existing Lieutenant's promotion list shall continue to be valid until its expiration date.

Section 28.03 Vacancies

This Article applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such position shall be deemed to occur 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 of up to three (3) 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.

Section 28.04 Eligibility

All promotions shall be made from employees in the next lower rank. The following additional criteria shall apply:

- a. Candidates shall have at least five (5) years of full-time service with the Department. Anniversaries of service, which affect eligibility, will be considered to occur as of January 1 of the year in which the promotion is to take effect. However, candidates with three (3) years of full-time service with the Department shall be eligible to participate in the promotional process and be placed on the eligibility list and shall be eligible for promotion upon attaining five (5) years of full-time service. Anniversaries of service which affect eligibility shall be considered to occur as of January 1 of the year in which the promotion examination is administered;
- b. Candidates shall have completed the following required courses as of the date of the administration of the written examination: Management I and Fire Prevention Principles I. The Department will pay for the course but the employee must attend on his/her own time. Within one (1) year of promotion to Lieutenant, as a condition of continued employment in the rank of Lieutenant, the new Lieutenant must be provisionally certified as a Fire Officer I. The Department will pay for the courses and, if such courses are scheduled during the Lieutenant's regular working hours, the Lieutenant will be released from work without loss of regular straight time pay for the time necessary to travel to and from and attend the class.

Under no circumstance will overtime be paid to such Lieutenant. If the Lieutenant fails to receive the required provisional certification with one year of promotion to Lieutenant, he/she will be demoted to the rank previously held.

Section 28.05 Weight of Factors

All examinations shall be impartial and shall relate to those matters, which will test the candidate's ability to discharge the duties of the position to be filled. The assessment center component will include an exercise that tests knowledge of Department specific criteria, including but not necessarily limited to SOGs. The placement of candidates on promotional lists shall be based on the points achieved by each candidate on promotion examinations consisting of the following five (5) components, weighted as specified:

- | | |
|------------------------|-----|
| a. Chief's Points | 5% |
| b. Ascertained Merit | 10% |
| c. Seniority | 15% |
| d. Assessment Center | 30% |
| e. Written examination | 40% |

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.

Every examinee shall have the right to their score on each component of the exam upon its completion. Additionally, the scores shall be posted by the examinee's name after the completion of each component of the examination.

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

Subject to the conditions of Section 28.04b above, all candidates shall be allowed to participate in all components of the testing process.

Section 28.06 Factors

The components for scoring shall consist of the following items in order as listed and described below.

1. Chief's Points
2. Assignment of Ascertained Merit
3. Assignment of Seniority Points
4. Assessment Center
5. Written Examination
6. Veteran's Points

a) Chief's Points

The Chief shall award points based upon job-related merit criteria uniformly applied to all applicants. Examples of such criteria include, but are not limited to: participation in specialized teams, department committees or projects; service as a coordinator of a specialized team or services; service in public education or fire investigation; scores on relicensing examinations; scores on performance evaluations. Such criteria shall be disclosed to the applicants at least 90 days prior to the awarding of

the points. If the candidate or Union requests, the Chief shall disclose information as to how the criteria was applied.

b) Ascertained Merit

Ascertained merit points shall be awarded for education, training and certification in subjects and skills related to the fire service as set forth below:

DEGREE OR CERTIFICATION	POINTS AWARDED
College Degrees	
Other Associates Degree	1.5
Associates Degree in Fire Science	3.0
Other Bachelor's Degree	3.0
Bachelor's Degree in Fire Science	(Maximum) 6.0
State Fire Marshall Certifications	
<u>Fire Officer I</u>	
Management/ Leadership I	0.5
Management/ Leadership II	0.5
Fire Prevention Principles I	0.5
Tactics & Strategy I	0.5
Instructor I	0.5
Fire Officer I Provisional	(Maximum) 3.0
<u>Fire Officer II</u>	
Management/ Leadership III	0.5
Management/ Leadership IV	0.5

Tactics & Strategy II	0.5
Instructor II	0.5
Fire Officer II Provisional	(Maximum) 3.0
<u>OSFM General</u>	
Firefighter III/ Advanced Technician Firefighter	1.5
Fire Apparatus Engineer	1.0
Fire Service Vehicle Operator	0.5
Fire Prevention Officer I	1.5
Juvenile Firesetter Intervention Specialist	0.5
Public Fire and Life Safety Educator II	0.5
Fire Investigator	1.5
Hazardous Materials Operations	0.5
Hazardous Materials Technician A	0.5
Hazardous Materials Technician B	0.5
Roadway Extrication/Machinery Extrication/ VMO	0.5
Vehicle Machinery Technician	0.5
Trench Rescue Operations	0.5
Trench Rescue Technician	0.5
Rope Rescue Operations	0.5
Rope Rescue Technician	0.5
Structural Collapse Operations	0.5
Structural Collapse Technician	0.5

Confined Space Operations	0.5
Confined Space Technician	0.5
Water Operations	0.5
Ice Technician	0.5
Swift Water Technician	0.5
EMS Certifications	
ACLS Certification	1.0
BTLS/PHTLS Certification	1.0
PALS	0.5
TOTAL MAXIMUM POINTS CREDITED (All Portions)	10.0

All Certification shall be current at the time points are awarded. It is understood that some OSFM certifications change name designations but are equivalent to current certifications and points will be awarded accordingly.

Such criteria 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 a reasonably equal opportunity by the Department to obtain available points.

c) Seniority

Candidates shall receive 6.66 points for each year of seniority for each of the first fifteen (15) years of service, up to a maximum of 100 points. Seniority is measured in whole numbers based on the applicant's full seniority on the applicant's anniversary date falling in the year the examination is given.

d) Written Examination

The written examination shall be administered in accordance with the procedures set forth below:

- i) Written examinations shall either be graded at the examination site on the day of the examination immediately upon completion of the test or offsite thereafter by a bona fide 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.

- ii) Sample written examinations may be examined by the Board of Fire and Police Commissioners and members of the department, but no person in the department or the appointing authority (including the Chief, Board of Fire and Police Commissioners, 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 Article and the IFDPA 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.

- iii) 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 three (3) years, whichever is less, for the rank of Lieutenant and shall make these materials available and accessible at each duty station.

- iv) The Fire Department will make available the required reading list for the written promotional exam at least (90) days prior to the date of the written examination, 50 ILCS 742/35 Section 35(a). The examination shall consist of matters related to the duties regularly performed by persons holding that rank within the department including the departments Standard Operating Procedures/Guidelines, Rules and Regulations, Policies and Procedures, Collective Bargaining Agreement and fire service text books (e.g. IFTSA Fire Service Company Officer, IFSTA Building Construction Related to the Fire Service, etc). The Department shall outline the chapters or sections of all reading items that will be included as testable material.

e) Assessment Center

The Illinois Fire Chiefs Association shall conduct the assessment center. The Illinois Fire Chiefs Association (IFCA) shall use a panel of fire officers from other jurisdictions similar to Villa Park or fire officers with similar work experience to fire officers in Villa Park. To ensure this practice, the Village shall request a panel consisting of a number of names which shall be equal to at least one and one-half (1-1/2) the number of assessors required for the assessment process. The Union shall have the right to review the panel submitted and grieve the list if it does not comport with this criteria. The Union and the Fire Chief shall alternatively strike names from such list until the required number of assessors remains on the list. The order of striking shall be determined by a coin toss.

f) Preliminary Promotion List

Once the points for all components are awarded, a preliminary promotion list shall be posted, showing the names of each candidate and their overall composite score. In the event that a candidate scores less than seventy (70) percent after all components in aggregate for the process described above (a-e), that candidate shall be ineligible to be placed on the final list for promotion.

g) Veteran's Points

A candidate on the preliminary promotion list who is eligible for veteran's points under 65 ILCS §5/10-1.16 may file a written application within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran's points shall be added to the candidate's total score on the preliminary promotion list. The Village

shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's points that have been awarded.

h) Final Promotion List

The final promotion list shall then be posted on the bulletin board at each fire station and Village Hall listing in rank order by name, from highest to lowest, the scores of all candidates.

Any candidate who wishes to withdraw from the promotional process at any point before the completion of all the components of the examination process shall do so by advising the Fire Chief in writing.

Section 28.07 Order of Selection.

Whenever a promotional rank is created or becomes vacant, as provided in Section 28.03 of this Article, 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 reason for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remedial, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more

than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in the 2003 Labor Agreement.

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.

Section 28.08 Duration.

A final promotion list shall be effective for a period of three (3) years from the date of its posting. The Village shall take all necessary steps to encourage the Board of Fire and Police Commissioners to maintain in effect a current eligibility list so that promotion vacancies are filled not later than ninety (90) days after the occurrence of the vacancy. If there is no final adjusted promotion list in effect for that position on the 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 ninety (90) days.

Section 28.09 Monitoring

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

Section 28.10 Right to Review.

Pursuant to Article VI of this agreement, the Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have a right to file a grievance of the matter, subject to the following conditions:

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

Section 28.11 Non-Waiver.

This Agreement shall not be construed as waiving §5, §10 or §65 of the IFDPA.

Article XXIX. RESIDENCY

Within one (1) year of completion of the one-year probationary period with the Village, an employee must establish residency within the State of Illinois. Failure to maintain residency shall be cause for discharge.

Article XXX. TERMINATION

This Agreement shall be effective as of May 1, 2014 and shall remain in full force and effect until 11:59 p.m. on April 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred and twenty (120) nor less than ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than eighty (80) days prior to the anniversary date.

Executed this 9 day of JUNE, 2015.

VILLAGE OF VILLA PARK

VILLA PARK PROFESSIONAL

FIREFIGHTERS ASSOCIATION

LOCAL No. 2392, IAFF



APPENDIX A – Summary of Benefits from Plan Providers

Rates are subject to change at contract renewal time, which is July 1, each year.

Employees may have their co-payment adjusted on May 1 and July 1. The Village of Villa Park uses the contract year (July 1 to June 30) as a basis for meeting deductible and out-of-pocket expenses as well as any “annual” benefits.

APPENDIX B – Wage Schedule

Firefighter Paramedic (Hired on or before April 30, 2010)

Step	Current Wage	5-1-14 to 4-30-15 2.50%			5-1-15 to 4-30-16 2.50%			5-1-16 to 4-30-17 2.50%		
		Annual	Hourly	Overtime	Annual	Hourly	Overtime	Annual	Hourly	Overtime
Starting	\$55,108	\$56,486	\$20.8198	\$31.2297	\$57,898	\$21.3402	\$32.0103	\$59,345	\$21.8736	\$32.8104
F-1	\$61,501	\$63,039	\$23.2351	\$34.8527	\$64,615	\$23.8160	\$35.7240	\$66,230	\$24.4112	\$36.6168
F-2	\$65,358	\$66,992	\$24.6921	\$37.0382	\$68,667	\$25.3095	\$37.9643	\$70,384	\$25.9423	\$38.9135
F-3	\$69,219	\$70,949	\$26.1506	\$39.2259	\$72,723	\$26.8044	\$40.2066	\$74,541	\$27.4745	\$41.2118
F-4	\$73,074	\$74,901	\$27.6072	\$41.4108	\$76,774	\$28.2976	\$42.4464	\$78,693	\$29.0049	\$43.5074
F-5	\$76,930	\$78,853	\$29.0639	\$43.5959	\$80,824	\$29.7903	\$44.6855	\$82,845	\$30.5352	\$45.8028

Firefighter Paramedic (Hired on or after May 1, 2010)

Step	Current Wage	5-1-14 to 4-30-15 2.50%			5-1-15 to 4-30-16 2.50%			5-1-16 to 4-30-17 2.50%		
		Annual	Hourly	Overtime	Annual	Hourly	Overtime	Annual	Hourly	Overtime
Starting	\$50,407	\$51,667	\$19.0436	\$28.5654	\$52,959	\$19.5198	\$29.2797	\$54,283	\$20.0078	\$30.0117
F-1	\$55,108	\$56,486	\$20.8198	\$31.2297	\$57,898	\$21.3402	\$32.0103	\$59,345	\$21.8736	\$32.8104
F-2	\$61,501	\$63,039	\$23.2351	\$34.8527	\$64,615	\$23.8160	\$35.7240	\$66,230	\$24.4112	\$36.6168
F-3	\$65,358	\$66,992	\$24.6921	\$37.0382	\$68,667	\$25.3095	\$37.9643	\$70,384	\$25.9423	\$38.9135
F-4	\$69,219	\$70,949	\$26.1506	\$39.2259	\$72,723	\$26.8044	\$40.2066	\$74,541	\$27.4745	\$41.2118
F-5	\$73,074	\$74,901	\$27.6072	\$41.4108	\$76,774	\$28.2976	\$42.4464	\$78,693	\$29.0049	\$43.5074
F-6	\$76,930	\$78,853	\$29.0639	\$43.5959	\$80,824	\$29.7903	\$44.6855	\$82,845	\$30.5352	\$45.8028

Lieutenant

Current Wage	5-1-14 to 4-30-15 2.50%			5-1-15 to 4-30-16 2.50%			5-1-16 to 4-30-17 2.50%		
	Annual	Hourly	Overtime	Annual	Hourly	Overtime	Annual	Hourly	Overtime
\$85,589	\$87,729	\$32.3354	\$48.5031	\$89,922	\$33.1437	\$49.7156	\$92,170	\$33.9723	\$50.9585

APPENDIX C – Procedure for Union Leave

1. All requests for union leave must be made in writing to the Fire Chief or his designee and signed by a Union officer.
2. A substitute must be able to perform the duties of the person whom he is replacing, e.g., officers shall trade with officers, paramedics with paramedics, etc.
3. The substitute assumes the responsibility of being present and on time for the designated day. If not present, the substitute will be charged with the sick day, not the employee he is replacing.
4. Substitute time requests must be signed by both parties involved.
5. No employee may work longer than 48 consecutive hours.
6. New employees with less than 6 months service will not be allowed to substitute or be asked to substitute time.
7. Requests for one day off or less must be submitted at least 24 hours in advance. Requests for two or more consecutive days off must be submitted at least seventy-two (72) hours in advance. The Fire Chief or his designee must be notified at least 24 hours in advance to cancel a scheduled day off.
8. Only one trade or substitution/individual/per shift is allowed and is to involve only the two (2) persons on the request, i.e., A works for B.
9. If a firefighter working a double shift because of a substitute day needs to change stations, there will be no overtime paid to a person for standing in while said firefighter changes stations.
10. There shall be no FLSA or contract overtime paid as a result of the substitution.

APPENDIX D - Trade Time

1. All requests for trade time must be made in writing to the Fire Chief or his designee.
2. A replacement must be able to perform the duties of the person whom he is replacing. Officers shall trade with officers, paramedics with paramedics, etc.
3. The replacement employee assumes the responsibility of being present and on time for the designated day. If not present, the replacement will be charged with the sick day, not the employee he is replacing.
4. Trade time requests must be signed by both parties involved and specify the specific dates and times involved in the trade (no TBA's) (Trades may be modified with the same notice as is required for an original trade).
5. Trade time less than twelve (12) hours MUST be repaid by 14 days from date of trade time.
6. No employee may work longer than 48 consecutive hours.
7. New employees with less than 6 months service will not be allowed to trade or be asked to trade time.
8. Request for one day off or less must be submitted at least 24 hours in advance. Requests for two or more consecutive days off must be submitted at least seven (7) days in advance. The Fire Chief or his designee must be notified at least 24 hours in advance to cancel a scheduled day off.
9. Only one trade/individual/per shift is allowed and is to involve only the two (2) persons on the request, i.e., A works for B, B repays A.
10. The trade must be repaid by working that day. Vacation, personal leave, or Kelly days will not be allowed in lieu of working.
11. If a firefighter working a double shift because of a trade day needs to change stations, there will be no overtime paid to a person for standing in while said firefighter changes stations.