

May 2014 Contract

**AGREEMENT
BETWEEN
Village of Lake Zurich, ILLINOIS
And
PROFESSIONAL FIREFIGHTERS OF
LAKE ZURICH LOCAL 3191
AFFILIATED WITH
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

SIGNATURE CONTRACT COPY

Effective May 1, 2014 – April 30, 2017

Table of Contents

PREAMBLE	5
ARTICLE I - RECOGNITION	7
Section 1.1. Recognition	7
Section 1.2. Fair Representation	7
Section 1.3. Union Officers	7
Section 1.4. Gender	7
ARTICLE II - NON-DISCRIMINATION	8
Section 2.1. Non-Discrimination	8
Section 2.2. American With Disabilities Act	8
ARTICLE III - UNION RIGHTS	9
Section 3.1. Dues Check off	9
Section 3.2. Fair Share Payment	9
Section 3.3. Indemnification	12
Section 3.4. Bulletin Boards	12
Section 3.5. Release Time	13
ARTICLE IV - MANAGEMENT RIGHTS	14
ARTICLE V - HOURS OF WORK AND OVERTIME	16
Section 5.1. Application of Article	16
Section 5.2. Work Schedule	16
Section 5.3. Paulus Days	16
Section 5.4. Changes in Normal Work Schedule any Workday	17
Section 5.5. Work Cycle and Overtime	18
Section 5.6. Voluntary Hire Back	19
Section 5.7. Hold Over	19
Section 5.8. Forced Hire Back	20
Section 5.9. Emergency Call Back	21
Section 5.10. Overtime Procedure	21
Section 5.11. No Pyramiding	24
ARTICLE VI - GRIEVANCE PROCEDURE	25
Section 6.1. Definition	25
Section 6.2. Grievance Procedure	25
STEP 1	26
STEP 2	26
STEP 3	27
Section 6.3. Arbitration	27
Section 6.4 Time Limit for Filing	29
ARTICLE VII - NO STRIKE/NO LOCKOUT	31
Section 7.1. No Strike/No lockout Commitment	31
Section 7.2. Resumption of Operations and Union Liability	31
Section 7.3. Discipline and Judicial Restraint	32
ARTICLE VIII - EARNED TIME OFF	33
Section 8.1. Holidays	33
Section 8.2. 8 hour employees:	33
Section 8.3 Earned Time off	34
Section 8.4 Scheduling of Earned Time After Change of Duty Status	34
ARTICLE IX - SUBCONTRACTING	36

May 2014 Contract	
Section 9.1. General.....	36
Section 9.2. Notice of Negotiation.....	36
ARTICLE X - SENIORITY	37
Section 10.1. Definition of Seniority	37
Section 10.2. Probationary Period.....	37
Section 10.3. Seniority List.....	38
Section 10.4 Seniority Termination	39
ARTICLE XI - LAYOFF AND RECALL	41
ARTICLE XII - VACATIONS	43
Section 12.2. Vacation Pay	46
ARTICLE XIII - SICK LEAVE	49
Section 13.1. Purpose.....	49
Section 13.2. Allowance	49
Section 13.3. Accumulation.....	49
Section 13.4. Sick Leave Payment and Conditions.....	50
Section 13.5. Notification	51
Section 13.6. Sick Leave Buy Back	51
Section 13.7 Retirement Insurance Benefit.....	52
ARTICLE XIV – TUITION REIMBURSEMENT	54
AND TRAINING PROGRAMS	54
Section 14.1. Tuition Reimbursement	54
Section 14.2. Mandatory Training Programs	55
Section 14.3. Voluntary Training Programs	55
Section 14.4. Special Team Training.....	56
ARTICLE XV - WAGES	57
Section 15.1. Compensation	57
Section 15.2. Pension Pick-up	58
Section 15.3. Work out of Classification Lt.	58
Section 15.4. Work out of Classification Captain.....	59
ARTICLE XVI - INSURANCE	61
ARTICLE XVII - POLICE AND FIRE COMMISSION	65
ARTICLE XVIII - LEAVES OF ABSENCE	66
Section 18.1. Discretionary Leaves.....	66
Section 18.2. Military Leave.....	68
Section 18.3. Maternity Leave	68
Section 18.4. Funeral Leave.....	68
Section 18.5. Family Medical Leave Act.....	69
ARTICLE XIX - LABOR MANAGEMENT CONFERENCES	70
Section 19.1. Meeting Request	70
Section 19.2. Content.....	70
ARTICLE XX - SHIFT TRADES	72
Section 20.....	72
ARTICLE XXI - MAINTENANCE DUTIES	73
Section 21.1. Maintenance.....	73
Section 21.2. Scheduling of House Duties.....	73
ARTICLE XXII - JURY DUTY & COURT TIME	75
Section 22.1 Jury Duty:.....	75

May 2014 Contract	
Section 22.2: Court Time:	76
ARTICLE XXIII - CLOTHING	77
Section 23.1. General	77
Section 23.2. Station Clothing	77
Section 23.3. Turnout Gear	78
ARTICLE XXIV - GENERAL PROVISIONS	79
Section 24.1. Physical Examination	79
Section 24.2 Employee Testing and Substance Abuse	80
Section 24.2 (A) Policy	80
Section 24.2(B) Prohibitions	81
Section 24.2(C). Testing	81
Section 24.2(D). Order to Submit to Testing	82
Section 24.2(E). Tests to be Conducted	82
Section 24.2(F). Discipline	84
Section 24.2(G). Grievance Procedure	85
Section 24.2(H). Voluntary Request for Assistance	86
Section 24.3. Injury in the Line of Duty	87
Section 24.4. Smoking/Tobacco Product Use:	90
Section 24.5 Residency	90
Section 24.6. License Renewal Expense:	90
ARTICLE XXV – PROMOTIONS ACT	91
Section 25.1 General	91
Section 25.2 Eligibility	91
Section 25.3 Components and Scoring	91
Section 25.4 Written Exam Review	93
Section 25.5 Promulgation of New or Revised Rules:	93
Section 25.6 Ascertained Merit Criteria	93
ARTICLE XXVI - SAVINGS CLAUSE	95
ARTICLE XXVII - ENTIRE AGREEMENT	96
ARTICLE XXVIII - TERMINATION	97
Appendix A	98
Wage Scale	98
Wages Part 2	99
Appendix B	100

**AGREEMENT
BETWEEN
VILLAGE OF LAKE ZURICH, ILLINOIS
AND
PROFESSIONAL FIREFIGHTERS OF
LAKE ZURICH LOCAL 3191, AFFILIATED WITH
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

PREAMBLE

This agreement is entered into by and between the Village of Lake Zurich, Illinois (herein referred to as the "Village" or "Employer") and the Professional Firefighters of Lake Zurich Local 3191, IAFF (herein referred to as the "Union").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationship between the Village and the Union; to promote departmental efficiency and effectiveness; to establish wages, hours, and other conditions of employment of the employees covered by this Agreement for its term; and to resolve grievances and prevent strikes or other disruption of work. Therefore, the Village and the Union regard all employees covered by this Agreement as public servants governed by the highest ideals of honor and integrity in all of their personal and public conduct, in order that they may merit the respect and confidence of the public.

May 2014 Contract

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

ARTICLE I - RECOGNITION

Section 1.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time employees in the rank of Firefighter/Paramedic, Lieutenant/Paramedic and any other full-time employees in rank or positions below that of Captain in the Fire Department. Excluded from this grant of recognition are all managerial, supervisory, and confidential employees, as those terms are defined by the Illinois Labor Relations Act, which includes the positions and/or ranks of Chief, Deputy Chief, Captain rank, all clerical, dispatch, civilian personnel, paid on-call and part-time employees of the Fire Department; and all other Village employees.

Section 1.2. 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 1.3. Union Officers. For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, and Secretary/Treasurer.

Section 1.4. Gender. Wherever the male gender is used in the Agreement, it shall be construed to include both males and females equally.

ARTICLE II - NON-DISCRIMINATION

Section 2.1. Non-Discrimination. Neither the Village nor the Union shall discriminate on the basis of race, color, sex, religion, age, national origin, handicap, disability or membership or non-membership in the Union, to the extent provided in applicable state and federal statutes and regulations. Other than Union membership, any dispute concerning the interpretation and application of this Article shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure.

Section 2.2. American With Disabilities Act. Notwithstanding any other provisions of this Agreement, the parties agree that the Village may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

ARTICLE III - UNION RIGHTS

Section 3.1. Dues Check off. During the term of this Agreement the Village will deduct from each employee's paycheck once each pay period the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the Union's Constitution and By-laws, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days notice of any change in the amount of the uniform dues to be deducted.

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

Section 3.2. Fair Share Payment. During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services

May 2014 Contract

rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided that such fair share fee shall not exceed the dues attributable to being a member of the Union. Fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the union's Treasurer. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements of all applicable laws and regulations with respect to the rights of fair share fee payers. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share payers of the amount of the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process Board whereby fair share fee payers can object to the amount of the fair

share fee, as well as their rights under the regulations and procedures of the Illinois State Labor Relations Board.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

This list is not necessarily inclusive of all actions that the Union may be required to take to comply with its obligations.
4. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to the fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The indemnification provisions of this Article shall apply.
5. Non-members who are subject to the fair share fee and who object to paying fees to the Union based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union Executive Board. If the affected non-member

and the Executive Board are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officer, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits, legal fees, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization, certification or affidavit furnished under any such provisions.

Section 3.4. Bulletin Boards. The Village will make available space on a bulletin board in the kitchen area of each firehouse for the posting of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. Endorsements, documents, pamphlets and other literature which is primarily and chiefly political in nature with regard to candidates or elections for any local office may not be

May 2014 Contract
posted on this bulletin board.

Section 3.5. Release Time. Union Officers and appointed Union Stewards will be allowed reasonable time off without loss of pay when involved in meetings or discussions with the Chief, his designee, or Shift Commanders concerning grievances or the administration of this Agreement. The Union shall appoint stewards and shall inform the Chief of the identity of such persons. The Village shall grant time off without loss of pay for Union Officers for the purpose of engaging in regularly scheduled collective bargaining negotiations. Release time for union stewards is subject to the Chief's discretion and shall not adversely affect minimum staffing levels at each station.

ARTICLE IV - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village of Lake Zurich and its Fire Department in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the Department and to set standards of service offered to the public; to determine the number of stations, and the staffing of stations and equipment; to determine whether and to what extent it will contract with other governmental bodies for the provision of fire protection services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Department; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment, determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge

May 2014 Contract

employees for just cause (probationary employees without cause); to

change, alter, modify, substitute or eliminate existing methods, equipment,

uniforms or facilities; to hire employees and to promote employees; to lay

off employees when necessary; to determine and establish training

requirements for positions within the Department; and to establish, change,

combine or abolish positions and the job duties of any position in

accordance with operational requirements. The Village expressly reserves

the right under this Agreement to exercise all management's rights set forth

in Section 4 of the Illinois Public Relations Act. In addition, the Village

may establish all requirements, rules, policies and procedures concerning

the probationary period for newly hired employees.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This article is intended as a basis for calculating overtime payments and for setting forth the normal work day, work week and work cycle, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day or per week or per work cycle.

Section 5.2. Work Schedule. Except as provided elsewhere in this Agreement, employees assigned to fire suppression and paramedic duties will be normally assigned to a three day shift rotation consisting of 24 hours of work (commencing at 7:00 a.m.), followed by 48 hours off duty. Employees assigned to full-time administrative or other duties will be normally assigned to work 8 hours per day (commencing 8:00 a.m. to 5:00 p.m.) with a one hour non-paid lunch.

Section 5.3. Paulus Days. Employees will be eligible to earn hour reduction days ("Paulus Days") as follows: During each 27 day work cycle to which an employee is assigned and works at least 108 of the scheduled hours, the employees will earn 12 hours off duty without loss of pay. Two (2), 12 hour segments will be combined in instances when they have been earned to provide one (1), 24 hour shift off duty without loss of pay each 54 day period. Thus, an employee who earns hour reduction days as set forth

May 2014 Contract

above will normally work scheduled hours not exceeding 204 hours in a 27 day cycle. In the event the Village schedules such days in advance for the convenience of all parties, the above conditions shall not be in any way waived or modified.

It is understood that Paulus days are scheduled by the Village, and an employee will receive off the Paulus day as scheduled regardless of other reasons (e.g., sickness disability). Normally only two personnel will be scheduled off at any time, because of the number of personnel, a third slot may be available on some days. Employees who quit, terminate, retire or otherwise leave the Village's employment during the calendar year are not entitled to compensation for any unused Paulus days.

Section 5.4. Changes in Normal Work Schedule any Workday.

The shifts, workdays, and hours to which employees are assigned shall be stated on the departmental work schedule. Should it be necessary to modify such schedules or to establish temporary or permanent schedules departing from normal work schedules or work cycles, the Village will give notice where practicable of such change to the employees affected by such change.

It is also understood by the parties that the scheduling of work during the day is left to the discretion of the Chief or his designee(s). Breaks of fifteen (15) minutes are expected to be taken pursuant to guidelines established.

Meals will be ordinarily scheduled close to regular meal periods, although if interrupted by emergency calls, may be completed when released by the officer in charge. Abuse of privileges concerning breaks and mealtime may subject an employee to discipline.

Section 5.5. Work Cycle and Overtime. All employees assigned to a regular 24 hour duty shift will be assigned to a 27 day work cycle. The Village may assign different work cycles to different employees, and take other steps as necessary to implement the intent of this Article, including the commencement of the cycle at 7:00 p.m. during a shift. Once assigned to a 27 day work cycle, employees assigned to 24 hour shifts are eligible for overtime pay for time worked in excess of 204 hours in 27 day cycle.

All time worked under this Article in excess of the hour limits set forth above shall be compensated at time and one-half the regular hourly rate in effect when the hours are worked. For the purpose of this Article, the annualized number of hours shall be set at 2756 for 24 hour personnel, and 2080 for all other personnel, for calculating the regular rate. In the event an employee not regularly assigned to work 24 hour shifts is assigned to and works a 24 hour shift, his overtime rate shall be calculated as set forth above for 24 hour shift personnel. In addition, for the purpose of this Article, time worked shall be defined to include only those hours for which

May 2014 Contract

the employee actively performs services for the Village as well as vacation hours under Article XII and earned time off (Section 8.3), and does not include any uncompensated leave time, or time which is compensated but not worked such as sick leave, "Paulus Days", workers' compensation or disability leave, funeral leave, or personal days.

The Village will make available to paramedic employees in service training at the fire station and clinical hours at the hospital each month. If the employee is not present for this in-house training and the session needs to be attended by the employee to retain certification or to keep current in training, it shall be the responsibility of the employee to make up this time (including, but not limited to, retesting and refresher training) at no cost to the Village. Overtime will be paid only if scheduled training falls on a scheduled vacation, Paulus or earned day off.

Section 5.6. Voluntary Hire Back. When an employee, at the request of the Village, voluntarily works a part or all of a shift that he has not been otherwise scheduled to work the hours shall constitute time worked and shall be compensated either at his regular rate or his overtime rate, as may be in effect.

Section 5.7. Hold Over. When an employee is requested by the Village to work additional time without interruption immediately after his

May 2014 Contract

regularly scheduled work shift, the hours shall constitute time worked and be compensated whether at his regular rate or his overtime rate, as may be in effect. Time worked under this section shall be accumulated in increments of fifteen (15) minutes.

Section 5.8. Forced Hire Back. The Village shall have the right to require forced hire backs and employees may not refuse forced hire back assignments. To assist in establishing a fair and equitable manner for the distribution of forced hire backs, the following procedure will be followed to the extent reasonably possible in instances except where immediate action is necessary under Section 5.9, for work that is assigned under Section 5.7, or personnel resources are unavailable or unreachable.

When an employee is ordered to work a part or all of a shift after volunteers are not found, the employee will be paid for such hours at time and one-half his regular rate in effect, with a minimum guarantee of two (2) hours pay at his overtime rate. Employees must not be forced back for:

- 1) more than one Village recognized holiday in a 366 day period (e.g. an employee forced back on July 4th cannot be forced back for a Village recognized holiday until the day after the next July 4th)
- 2) more than one special event in a 366 day period (e.g. same as

- 3) if an employee would incur a financial loss due to a planned vacation.
- 4) In between the following scheduled days off (Vacation, Floating, Duty Trades or Paulus days)

Section 5.9. Emergency Call Back. When an employee is called in or called back to work other than for holdover work or voluntary hireback, for the purpose of responding to an emergency call for assistance, he will be paid for such hours at time and one-half his regular rate in effect, with a minimum guarantee of one (1) hour pay at his overtime rate.

Section 5.10. Overtime Procedure. Both the Village and the Union understand the necessity for proper staffing. The Village therefore shall have the right to require overtime work and employees may not refuse overtime assignments. To assist in establishing a fair and equitable manner for the distribution of overtime, the following procedure will be followed to the extent reasonably possible in instances except where immediate action is necessary under Section 5.9, for work that is assigned under Section 5.7, or personnel resources are unavailable or unreachable.

There will be three lists comprised of contract personnel only. Newly

May 2014 Contract

hired employees will be placed at the bottom of the list according to seniority. List A will be for more than twelve (12) hour shifts. List B will be used for twelve (12) hours or less. List C is for special events. Special event overtime will be the only overtime employees may sign up for in advance.

Employees who have worked forty-eight (48) hours continuously shall not be eligible to work a hireback, force back, hold over for hire back, or special events except as exempted by other language. Those employees shall retain their position on the list and have at least twelve (12) hours off duty before being required to work a hire back, force back, hold over for hire back, or special duty. Employees shall also have twelve (12) hours off duty prior to forty-eight (48) hours continuous duty. Any employee enrolled in a department approved or sponsored class/school or other schooling related to the fire service position shall not be eligible for force back, hold over or special duty. Employees in class or school shall retain their position on the hire back lists. Employees are required to submit a class schedule upon their receipt of schedule or approval to any class/school/semester under which the above clause may be exercised prior to the commencement of such schedule.

There shall be no more than the authorized number of lieutenants on

May 2014 Contract

duty, unless one additional lieutenant is in the Acting Captain position.

Employees from one rank cannot be used to fill another rank below their rank for hire back basis, except when an unusual emergency condition exists per the Fire Chief or his Designee.

When staffing requires overtime in advance, the shift commander or his designee shall initiate an automated call out for personnel (when the paging system is available) on the appropriate list four (4) days prior.

Whenever there is new overtime the shift commander or his designee shall start at the top of the list and work his way down unless using the automated call system. When overtime arises with less than four (4) days notification, the hire back process will be started as soon as reasonably possible. In all cases, on duty personnel will be notified of the overtime so they are also aware of it.

Automated call system process: All employees will be loaded into the system with their preferred choice of communication – email (must be an email that they would receive off duty and receive notification of its arrival), text message phone number, or phone number for voice message (should have voice mail or answering machine). A page will be set up indicating 1) the date and time of the overtime, 2) type of personnel needed & 3) length of overtime (which list is being used). Those personnel wishing

May 2014 Contract

to take the OT must call station 1 – at the designated extension within 20 minutes. The officer conducting the hire back will notify the person highest on the list at the 20 minute mark. Do not call in to refuse overtime. Only personnel that are on shift and higher than the person receiving the OT on the list can refuse OT and be moved. If no one calls within the 20 minutes, the hire back or potential force back will occur from on shift personnel.

Should an employee refuse overtime, the shift commander or his designee will place the employee at the bottom of the list. If an employee is not personally contacted, he shall remain in their same position. When an employee takes a hire back, he will be placed at the bottom of the list also.

Once an individual takes a hireback off any list, his/her name will be placed on the bottom of that list. Hours needed for hireback personnel will not be broken down into smaller increments. Procedural notes: An employee will not be forced back for more than one Village recognized Holiday in a 366 day period as outlined in Article 5.8, Section 1. Employees with verifiable vacation plans that would be adversely impacted by a force back will be passed over.

Section 5.11. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 6.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village during the term of this Agreement involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning discipline of 24 hour suspension or less, hiring or promotion, or any other matter or issue subject to the historic and statutory jurisdiction of the Village of Lake Zurich Board of Police and Fire commissioners shall not be subject to this grievance procedure. A suspension of 24 hours or less may only be appealed to the Board of Fire and Police Commissioners of the Village.

The impact of discipline greater than a suspension of 24 hours, may be appealed at the employee's option either to the Board of Fire and Police Commissioners or handled by way of arbitration. Only one avenue of appeal for suspensions greater than 24 hours may be used.

Section 6.2. Grievance Procedure. It is mutually desirable for an employee and his immediate supervisor to resolve problems through free and informal discussions. If, however, the informal process does not resolve the matter, a grievance shall be processed as follows:

STEP 1: The employee, with or without a Union representative, or the Union in the event of a grievance affecting all employees shall take up a grievance in writing with the Shift Captain or Deputy Chief within fifteen (15) calendar days of its occurrence. The grievance shall be signed by the grievancee and shall set forth all relevant facts, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Captain/Deputy Chief or his designee shall then attempt to adjust the matter and shall respond in writing within fifteen (15) calendar days.

No grievance shall be entertained or processed unless it is submitted at Step 1 within fifteen (15) calendar days after the occurrence of the event giving rise to the grievance or within fifteen (15) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence or the event giving rise to the grievance. The fifteen (15) days can be waived if both parties agree, in writing, to discuss the matter in an attempt to resolve it prior to filing.

STEP 2: If the grievance remains unsettled after the response in Step 1, then the employee may, within fifteen (15) calendar days of receipt of the response, present the grievance in writing to the Chief, giving reasons for rejecting the response in Step 1. The Chief or his designee shall then attempt to adjust the matter and shall respond in writing within fifteen (15)

May 2014 Contract

calendar days. If the grievance remains unsettled after the response in Step 2, then the employee may, within Thirty (30) calendar days of receipt of the response, present the grievance in writing to the Village Manager, giving reasons for rejecting the Chief's response in Step 2.

STEP 3: If no agreement is reached the Village Manager will submit a written response within thirty (30) calendar days of this conference. If no conference is scheduled, the Village Manager shall issue a written response to the grievance within thirty (30) calendar days of receipt of the appeal.

Section 6.3. Arbitration. If the grievance is not settled in Step 3, the Union may refer the matter for arbitration by written request made within fifteen (15) calendar days of the Village's response in Step 3.

Arbitration shall proceed in the following manner:

1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a

new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is only one name. The party requesting arbitration shall strike the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and Union representatives.

2. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever ever is later. The parties may agree to waive this requirement.
3. The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript has been ordered by mutual agreement), if any, shall be divided equally between the Village and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
4. The arbitrator shall have no right to amend, nullify,

ignore, add to, take from or modify any of 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 only the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not 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 administrative bodies 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 law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 6.3 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 6.4 Time Limit for Filing. If a grievance is not presented

May 2014 Contract

by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last response. If the Village does not respond to a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. Any time period provided under the steps of the grievance procedure may be extended by mutual agreement.

ARTICLE VII - NO STRIKE/NO LOCKOUT

Section 7.1. No Strike/No lockout Commitment. Neither the Union nor any employees covered by this Agreement, agents or employees of the Union, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage or concerted interference with the full, faithful and proper performance of the duties of employment with the Village, regardless of the reason for so doing. Neither the Union nor any employee of the Village shall refuse to cross any picket line, by whomever established, nor refuse to enforce or carry out lawful orders and directives of the Village arising from or related to the performance of Fire Department functions in a labor dispute involving other persons. The Village shall not lockout any employees during the term of this Agreement as the result of a labor dispute.

Section 7.2. Resumption of Operations and Union Liability. In the event of action prohibited by Section 7.1 above, the Union and the Union Officers immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 7.3. Discipline and Judicial Restraint. The Village retains all rights under law with respect to the enforcement of this Article and the discipline of employees who violate this Article, including but not limited to those rights set forth in Section 17 (b) of the Illinois public Labor Relations Act as it exists upon the execution of this Agreement. Nothing in this Article or Agreement shall preclude the Village or the Union from obtaining judicial restraint, damages or other remedies in the event the Village , the union and/or employee(s) violate this Article, and there shall be no requirement to exhaust other remedies before taking such action.

ARTICLE VIII - EARNED TIME OFF

Section 8.1. Holidays. Due to the scheduling for employees covered under this contract for 24/48 hour work schedule, there will be no holidays designated by specific date. However, employees shall receive floating holidays as outlined in Section 8.3.

Section 8.2. 8 hour employees: Employees who are assigned to full-time Administrative or other duties and normally are assigned to work 8 hours generally from 8:00 a.m. to 5:00 p.m. shall receive the same benefits as general employees at the Village Hall. Specifically:

1. Work 40 hours per week.
2. Not work on all Village recognized holidays and receive 3 personal days to be used by the employee with the approval of his supervisor which are prorated over one year with no carry over.
3. Follow the vacation schedule as to number of days in accordance with the Village policy manual.
4. Personal Days may be broken into 4 or 8 hour increments only and subject to the approval of the Chief or his designee.

Section 8.3 Earned Time off. Employees who are assigned to work 24 hour duty shifts shall receive four (4), 24 hour shifts per calendar year without loss of pay in lieu of any additional pay for working holidays if so scheduled, and if they are not receiving another form of compensation consistent with the provision below. Employees will schedule the four (4), 24 hour shifts off in accordance with Article XII, Section 3. If an employee leaves the employment of the Village before the end of the calendar year and has scheduled and used all available time off, the Village may seek to re-capture such time off granted but not earned by reducing the employee's last paycheck.

Conversion Provision : In the event an employee incurs a disabling injury or illness during a scheduled earned time off shift, he may request termination of the earned time off shift and entry onto sick leave status. If the employee is hospitalized, a change of status is made on verification of the hospitalization. The employee is required to submit medical certification verifying the disability. The request for change of status requires approval of the Fire Chief or designee. Petitions for any variance to this procedure shall be reviewed by the Chief with no further recourse.

Section 8.4 Scheduling of Earned Time After Change of Duty

Status

In the event an employee incurs a duty related injury or illness during a scheduled earned time off shift and is approved for a change in status to Workers Compensation the following method will be used to reschedule any unused earned

May 2014 Contract
time that would have been taken during the absence.

Upon return to full duty, the employee will provide to the Shift Commander a clearance to full duty release form from the physician. The Shift Commander will complete any required re-education and/or equipment checks based on the duration of the absence. The employee will work the rest of the shift as assigned by the Shift Commander. Any and all earned days that were previously scheduled, during the time frame covered by the Public Employee Disability Act (PEDA) and falling within the same calendar year, but unused due to a change in status to Workers Compensation will be scheduled as described below:

Employees will be required to schedule earned days that were missed within thirty days of return to duty.

If an employee returns from workers compensation leave after a new calendar year begins, all the earned time not used from the previous year shall be paid out at the employees current rate of pay. Such pay out shall be in any form of compensation as permitted by law.

The employee may not pick an earned day off on a Village recognized Holiday.

The employee will be able to take the missed earned days within one year from return to duty.

Earned Time is defined as Vacation and Floating Holidays.

ARTICLE IX - SUBCONTRACTING

Section 9.1. General. It is the general policy of the Village to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its judgment and consistent with its lawful authority.

Section 9.2. Notice of Negotiation. The Village will notify the Union and offer an opportunity to negotiate the effects on the bargaining unit of a proposed contracting out decision only in those instances where such decision will result in the layoff of one (1) or more bargaining unit members. All rights guaranteed Section 14 employees under the Illinois State Public Labor Relations law shall apply to the effects negotiations. The Village may implement its decision regarding subcontracting in these instances one hundred and twenty (120) days following notice of negotiation to the Union over the effects of the decision (absent an agreement), subject to the exercise of Section 14 rights over the effects negotiations.

ARTICLE X - SENIORITY

Section 10.1. Definition of Seniority. As used herein, the term

“seniority” shall refer to and be defined as the continuous length of service or employment from the date of last hire as a full-time employee.

Employees hired on the same date will be ranked in order of seniority based on their relative ranking on the hiring eligibility list established by the Board of Fire and Police Commissioners. “Classification” seniority or “rank” seniority shall be defined as the total length of service in a particular classification or rank. Seniority accrues after completion of the probationary period set forth below.

Section 10.2. Probationary Period. All new employees hired after June 1, 2008 shall serve a probationary period of twelve (12) months from the date of their assignment to a regular duty shift or to the fire prevention bureau, but in no circumstances will such period be longer than eighteen (18) months from the date of original hire. In the event an employee has not satisfied all requirements for certifications (FF. II, & Paramedic) within an eighteen (18) month period beginning with his date of original hire, the employee may be terminated without cause and without recourse to the grievance procedure by order of the Chief provided the employee was given an opportunity to enroll in and attend training classes as may be required to

May 2014 Contract

qualify for certifications prior to the expiration of this eighteen (18) month period. The required classes and other training shall be established by the training program.

During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee. Employees who are rehired after loss of seniority shall be subject to the same provisions set forth in this Section.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority consistent with Section 10.2 which shall be retroactive to his last date of hire with the Village in a full-time position covered by this Agreement.

Section 10.3. Seniority List. The Village shall prepare a list during December of each calendar year prior to vacation scheduling setting forth the present seniority dates for all employees covered by the Agreement. Such list shall finally resolve all questions of seniority affecting employees covered by this Agreement commencing on the eleventh calendar day after posting of such list.

Section 10.4 Seniority Termination. An employee shall be

terminated and his seniority broken when he:

- (a) Quits
- (b) Is discharged
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of two (2) years;
- (d) Retires
- (e) Falsifies the reason for a leave of absence under Section 18.1, is found to be working during a leave of absence under Section 18.1 or otherwise violates any conditions imposed for a leave of absence under Section 18.1;
- (f) Fails to report to work at the conclusion of an authorized leave of absence under Section 18.1 or when fit to return to duty after a medical or sick leave;
- (g) Is laid off and fails to notify the Chief of his intention to return to work within the time period specified in Section 11.2;
- (h) Does not perform work for the Village for any reason for a continuous period in excess of twelve (12) months (except for military service or work related injury compensable under workers compensation or layoff under substation (c)); or

May 2014 Contract

- (i) Fails to report to work or notify the Village during an absence
of three consecutive work days.

ARTICLE XI - LAYOFF AND RECALL

Section 11.1. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. A minimum 60 day notice of any expected layoff will be given to all affected employees and the union board. If it is determined that layoffs are necessary, employees covered by this Agreement will be furloughed by seniority in rank pursuant to the following procedure: The Village will identify the ranks from which personnel will be laid off. Employees shall be initially laid off by order of their rank seniority (defined in Section 10.1). If the layoff occurs in a rank other than the lowest level rank in the Fire Department covered in this bargaining unit, the employee(s) affected will be permitted to bump into the next lowest level rank. The least senior employee(s) based on seniority will then be laid off. This procedure shall be followed until the least senior employees in the Fire Department are laid off.

Section 11.2. Recall. Employees who are laid off shall be placed on a recall list for a period of Five (5) 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. Employee must meet current Resource hospital system requirements at time of recall. Employees on the recall list

May 2014 Contract

will be offered a position as a paid-on-call member in order to attend in-station continuing education classes at the department.

Employees who are eligible for recall shall be given notice of recall by delivery of such recall notice at the employee's last address on file with the Village by certified mail, return receipt requested. The recalled employee shall notify the Village of his intention to work within 10 days of the receipt of the notice and shall return to work no later than the 30th day following the date of the notice. 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 of the employee to provide the Director or his designee with his last mailing address. If any employee fails to timely report for duty following receipt of a recall notice, his name shall be removed from the recall list.

ARTICLE XII - VACATIONS

Section 12.1. Eligibility and Allowances. Employees shall be eligible for paid vacation as follows. The number of work days of vacation that an employee is eligible to receive in each calendar year shall be based on the number of years of continuous service in a position covered by this Agreement that the employee will complete as of the anniversary date of his employment during the calendar year in accord with the schedule below. Vacation allowances that are not taken during the calendar year shall not be carried over into subsequent years and shall be forfeited provided the employee was able to schedule such days and was able in fact to take those scheduled vacation days. Vacation allowances are awarded under the following schedule: These days are earned for each month of work at the rate of the yearly allotment divided by twelve (12). Unless required by the Family and Medical Leave Act, Public Safety Employees Benefit Act, Public Employee Disability Act, Uniformed Services Employment and Reemployment Rights Act, or a similar legal requirement, vacation days are not earned for any calendar month in which the employee performs no work for the Village for 30 days or more and is in unpaid status.

May 2014 Contract

Length of Continuous Service

Working Days Vacation
Per Calendar Year

One year through completion
of six years of service

5 shift days (120 hours)
10 hours per month

Seven years of service through
completion of ten years of service

8 shift days (192 hours)
16 hours per month

Eleven years of service through
completion of fourteen years
of service

10 shift days (240 hours)
20 hours per month

Fifteen years of service or more

12 shift days (288 hours)
24 hours per month

Accrual begins on day one (1) of employment and switches at the anniversary day as noted above. (example: on the first day of their seventh year, the employee would begin earning at the new rate of 16 hours per month. Based on the accrual system, the employee is always scheduling days earned over the previous twelve months. In the event the employee terminates employment, there would be accrued vacation days to account for. These days are typically paid off at the prevailing hourly rate on the last check minus any deductions allowed for under this contract.

Calculations for first year employees:

Based upon hire date, the employee will be allotted vacation time to schedule at the next vacation picks based on a pro rated basis in order to get them to 5 full days per year afterwards. Accruals of less than 12 hours increments are rounded down, accruals of 12 hours or more are rounded to next full day.

Example: Employee Hired August 1st – this would be 50 hours time through December 31st. They will be asked to schedule 2 days (48 hours) after August 1st of the next year. The following year would then put them at

May 2014 Contract
scheduling the entire five (5) days as usual.

The same scenario occurs when an anniversary is reached where the vacation accrual changes. Using the same employee (moving to second vacation step) , January – July 31st would be earned at 10 hours per month – 70 hours. August 1-Decemembr 31st would be earned at 16 hours per month or 80 hours for a combined total of 150 hours. $150/24 = 6.25$. 6 days would be scheduled in that transition year.

As a further example, an employee hired in February would calculate as follows: January = 10 hours, Feb-Dec31st = 176 hours, combined total of 186 hours. $186/24 = 7.75$ days. 8 days would be scheduled in that transition year.

Employees may not schedule vacations until after completion of their first year of employment. Given that an employee does not schedule vacation time until after their first year, they will have an accrual of one (1) years vacation at the time they begin scheduling and every year thereafter. Employees who are not assigned to a 24 hour shift shall be eligible to earn and take vacation allowances under the schedule in effect for other non-represented Village personnel provided such time off for vacation or earned time off cannot be reduced below the current benefit level. Employees will not be eligible for paid vacation in any calendar year in which he is not paid for at least 2300 hours (if on 24/48) or 1800 hours (if on an 8 hour schedule).

Section 12.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time hourly rate in effect on the payday immediately preceding the vacation. Pay for unused earned vacation will be made upon termination for reasons other than cause, provided the employee has given two weeks notice of his intention to terminate.

Section 12.3. Scheduling. Vacations shall be scheduled and approved by the Chief or designee on or before December 22nd of the previous calendar year, consistent with the Fire Department staffing needs, and with the following guidelines. Vacations may be scheduled from January 1 through December 31. Two personnel per shift will be allowed to take vacation, earned time off or Paulus days on a given day, because of the number of personnel, a third slot may be available on some days.

Employees shall submit vacation requests to the Chief or designee for the calendar year by December 15 of the preceding year. Employees will follow a two pick system. Each employee by seniority order will schedule all of their Vacation days to be allowed for the next year, such scheduling to be completed by each shift. After completing the first round of selections, the employees will complete their selection by seniority for their 4 Earned (Float) days. The employees on each duty shift shall be responsible for completing this process by December 15 or else the employee's request for

May 2014 Contract

particular dates may not be considered. The Chief or designee will follow employee requests consistent with the above and with departmental staffing needs.

An employee on Workers Compensation leave at the time of vacation picks but expected to return in the coming year, will be allowed to participate in the selection process. However, the employee may not schedule any earned time prior to the known expected date of return to duty.

Paulus Days will be scheduled by the Chief or designee for all personnel and all cycles. All days off (Vacation, Paulus, Floating Holidays) can be scheduled on any given day although no more than two personnel will be scheduled off on any given day, because of the number of personnel, a third slot may be available on some days. Contract personnel will be able to schedule one person off per day unless manpower permits two.

In the event that an employee leaves the department during the year and will not be using days already selected, the following process shall be followed for those vacated slots. Within 10 calendar days after employee's date of separation, the most senior bargaining unit member of the shift will be offered the available slots and may move as many or none of their days as offered. The process will continue through the entire shift in the order of seniority with each member given a chance to take any available slot. The

May 2014 Contract
process shall be completed within 30 days.

ARTICLE XIII - SICK LEAVE

Section 13.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees and /or immediate family members residing in the employees home, or family of the employee requiring your care, do contract various illnesses from time to time; 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 health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care. Unfortunately, Sick Leave abuse sometimes occurs. The parties agree that Sick Leave abuse is a very serious offense. The parties further agree that all reasonable efforts shall be used to ferret out sick leave abuse. Abuse of Sick Leave, including but not limited to feigned illness, carrying out of personal chores unrelated to the illness, other employment, are cause for discipline.

Section 13.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall be eligible for Sick Leave with pay under the conditions set forth in this Article.

Section 13.3. Accumulation. Sick Leave shall be earned at the rate of .50 (one-half) shift days per month (i.e. 12 hours), except as set forth

May 2014 Contract

below. Earned Sick Leave may be accumulated not to exceed one hundred twenty (120) shift days.

Sick Leave is not earned during a period of a leave of absence without pay, suspension, or when the employee is otherwise in a non-pay status for more than eight (8) calendar days in a month.

Section 13.4. Sick Leave Payment and Conditions. Sick Leave pay shall be equivalent to the employee's regular hourly rate of pay in effect at the time Sick Leave is taken. In the case of an absence of more than two (2) consecutive scheduled shifts, the Chief or his designee will require an employee to submit an acceptable physician's certification to be eligible to receive Sick Leave pay for any such time; such certification may also be required in such circumstance before the employee will be allowed to return to work. Failure to produce such certification when requested also results in ineligibility for, and forfeiture of, all Sick Leave pay. In addition, the Village may, at its discretion, require an employee who is receiving Sick Leave pay or who has reported an illness and will be compensated with Sick Leave pay, to submit to an examination by a physician at the Village's expense. Failure to submit to such examination shall result in a forfeiture of all Sick Leave pay. Failure to return to work upon a finding of fitness for duty following such examination shall also result in a forfeiture of all Sick

Leave pay commencing after the finding is issued.

Section 13.5. Notification. Notification of absence due to sickness should be given to the on duty shift commander no later than 05:30 of the morning of start of shift, and before every scheduled shift thereafter (unless the requirement of notice is waived by the Chief). Failure to provide proper notice of sickness may be considered an absence without pay, will result in a forfeiture of all Sick Leave pay, and may subject an employee to discipline as well.

Section 13.6. Sick Leave Buy Back. When the 5 years equivalent of unused sick leave has been accumulated by December 31 of any year (presently 30 days for 24/48 shift), an employee covered by this agreement is eligible for the Sick Leave Buy Back program. Any unused sick days accrued at the end of year after the above eligibility has been established shall be paid to the employee at 1/2 of the unused sick days. The compensation for this unused sick time shall be calculated at the rate the employee is paid on December 31 and shall be paid in April of the next year. It will be paid at 100% in multiples of 12 hours.

Employees who are assigned to full time Administrative or other duties and normally are assigned to work 8 hours shall receive this benefit as calculated for general employees at the Village Hall.

May 2014 Contract

The sick leave buy back program availability is determined on a yearly basis by the Village Manager. Availability is determined by the financial condition of the village to provide this program. This program may be administered on a departmental basis, as determined by the Village Manager. Upon written request by the Union, which shall occur no later than January 1 of each year, the Village will notify the Union by February 1 of each year whether there will be a sick leave buy back that is distributed in April of that year. After notification by the Village, individual employees will then notify the Village of their desire to participate in the program (if eligible) by March 1.

Section 13.7 Retirement Health Savings When an employee retires, they will be eligible to use 50% of their accumulated, uncompensated and unused sick time, based on their last day base hourly rate, for all medical expenses eligible under IRS guidelines. A report shall be prepared by the Village at time of retirement to indicate the amount of accumulated Retirement Health Savings and shall be updated no later than December 1 of each following year. For the purposes of clarifying this section, retiring shall mean an employee with at least 20 years of pension service and having attained age 50 or the granting of a disability pension. Anyone with 20 years of pension service but less than age 50, will receive this benefit upon

May 2014 Contract
reaching their 50th birthday.

Section 13.8 Post Employment Health Savings Plan. The Village agrees to provide a health insurance savings account for its employees. In accordance with the Internal Revenue Service Code, and all applicable federal and state statutes, the savings account will allow the Village to make contributions and enable employees to accumulate reserves, which could be drawn upon, free of federal and state income taxes, to make permitted medical payments including premiums for health insurance upon separation from service or retirement with the Village. The Village agrees to contribute three quarters of one percent (.75%) of the employee's May 1st (of each year) base salary into each employees account by May 15th of each year. The Village will deposit accumulated sick leave amounts into the employees health insurance retirement account in accordance with the terms of **Section 13.7 Retirement Health Savings**. Employees will be responsible for choosing an investment option for their accounts. The health insurance retirement account will be established and the Village will begin contributions by May 1, 2006 and continue thereafter.

ARTICLE XIV – TUITION REIMBURSEMENT

AND TRAINING PROGRAMS

Section 14.1. Tuition Reimbursement. Employees shall be eligible for tuition reimbursement pursuant to applicable policies, rules and guidelines established by the Village for its employees. Tuition reimbursements will be granted at public institution rates. Tuition reimbursements will be at an in district tuition rate, either Lake County, IL based upon employment location or other College district based upon employees residence. Any circumstance that would incur higher charges must be prior approved. In the event, a specific course is not available at a public institution; reimbursement at any private institution will be by prior approval only of the Chief or his designee. All tuition requests shall be for courses and degree programs that are specifically relative to the employee's field of work through the Baccalaureate level, and of verifiable integrity from accredited institutions. For budgetary purposes, employees shall notify the employer in writing prior to November 1 of the previous fiscal cycle of any expected reimbursement amounts upcoming. Employees are required to apply for grant or scholarship programs that are brought forth by the department, (annual Fire Chief Association applications as an example) prior to having reimbursements authorized.

Section 14.2. Mandatory Training Programs. The Village may

schedule training programs for employees, as determined by the Chief.

When an employee is directed to attend a training program during his regularly scheduled shift, he will be compensated at the applicable rate of pay in effect for the hours. When an employee is directed to attend a training program during non-working hours, he/she will be compensated at overtime rate for the hours worked. An employee may be directed to attend a mandatory off duty training program no more than one-time during each calendar year quarter (four times per calendar year). At least fifteen (15) calendar days notice shall be provided of a scheduled mandatory off-duty training program. Attendance at such mandatory off-duty training may be waived by the Chief in his sole discretion on a case by case basis. Special work and training schedules may be established for probationary employees attending training programs.

Section 14.3. Voluntary Training Programs. Employees may

request permission to attend training programs other than those mandatory scheduled by the Village. In such event, the employee must submit a written request to the Chief or Designee with information regarding the cost, nature, sponsor and place of the program, as well as the expected benefit to the Fire Department of attendance. The Chief may in his

May 2014 Contract

discretion excuse the employee on duty time to attend the program, and may also in his discretion reimburse the employee for some or all of his tuition, expenses and travel, and/or provide time off with pay if non-duty time was used to attend the program. The decision of the Chief under this Section shall be reasonably based, but it shall also be final with no recourse to the grievance procedure; provided, however, that the Union may request a meeting over the application of this Section at a Labor Management meeting pursuant to Article XIX. The Village's resources to provide benefits under this Section may be limited or eliminated at any time.

Section 14.4. Special Team Training:

When an employee is assigned to attend a special team training session while on duty, they will be provided a village vehicle provided for transportation. In the event no transportation is available the employee will be relieved of such training.

ARTICLE XV - WAGES

Section 15.1. Compensation. The annual compensation schedules for employees during the term of this Agreement are set forth in Appendix A and B. Newly hired employees begin in the first step for the appropriate classification. Advancement shall be in order to successive steps, and steps will not be skipped. Step advancement and Meet Standards (Salary Incentive Pay) is normally made effective on an employee's anniversary date upon recommendation by the Chief to the Village Manager based upon biannual performance reviews. However, the Chief may recommend to the Village Manager that an employee's step advancement and/or Meet Standards (salary incentive pay) be delayed for up to six months based upon an overall below-average performance evaluation. Employees who are not meeting expectations shall be notified by the Chief or designee as far in advance of the step increase and Meet Standards (salary incentive pay) anniversary as possible, indicating where they are below and what they can do to meet expectations. In the event the Chief recommends a delayed step increase or Meet Standards (salary incentive pay), he shall state his reasons in writing to the Village Manager, and a copy shall be given to the employee and the Union President. The employee shall state in writing, addressed to the Village Manager and delivered within seven (7) calendar days of receipt

May 2014 Contract

of the Chief's recommendation, whether he agrees or disagrees with the Chief's recommendation. The Village Manager shall schedule a meeting with the employee, the Union President and the Chief before he makes the final determination on the recommendation. The union may assist employees in this process. Certification increase goes into effect the date the Chief receives the state certification.

Wages for incentive pay related to Meet Standards or special team stipends, including TRS Team, HAZMAT Team, Dive Team, Investigation Team, County Mechanics Team, and Wildland Team, shall be provided to eligible Employees on an additional check that is separate from normal compensation. Separate checks will not apply to overtime compensation related to typical job duties.

Section 15.2. Pension Pick-up. Pursuant to 40 ILCS, 5/4-118.2 (also known as the Fireman's Downstate Pension Act), the Village agrees to the extent permitted by law to pick up the employee's contribution as allowed by Sec. 4-118.1 of the Act.

Section 15.3. Work out of Classification Lt.. Acting Lieutenant. Any firefighter who works in the rank of Acting Lieutenant shall be paid the same hourly rate as the first step on the Lieutenant pay scale for that period of time in which the firefighter has been appointed to the acting position for

May 2014 Contract

his shift by the Chief or his designee. A firefighter is paid acting pay for all time that they are in the acting role.

The selection for firefighter who is to work as an Acting Lieutenant shall be taken from that shift's listing of individuals in the order in which they rank from top to bottom on the then active lieutenant's list. If there is no firefighter on that shift listed on the lieutenant's listing, or the list is exhausted, the Chief or designee will select the person to fill the position. If an eligibility list is expired, the old list and personnel will be used until a new one is posted.

Section 15.4. Work out of Classification Captain. Acting

Captain: Any lieutenant who works in the rank of Acting Captain shall be paid the same hourly rate as the first step on the Captain pay scale for that period of time in which the Lieutenant has been appointed to the acting position for his shift by the Chief or his designee. A lieutenant is paid acting pay for all time that they are in the acting role.

The selection for Lieutenant, who is to work as an Acting Captain, shall be taken from that shift's listing of qualified individuals in the order in which they rank from top to bottom on the then active Captain's list. If there is no Lieutenant on that shift listed on the Captain's listing or the list is exhausted, the Chief or designee will select the person to fill the position.

May 2014 Contract

If an eligibility list is expired, the old list and personnel will be used until a new one is posted.

ARTICLE XVI - INSURANCE

Section 16.1. Health Insurance.

The Village and the Union agree to engage in continuous good faith negotiations with the shared goal of having a fair health insurance program which will reduce the cost of the monthly health insurance premium. Given the current environment of healthcare reform, should changes arise, the Village and Union agree to reopen this section of the contract.

The Village will continue to offer a basic health insurance plan with the HDPPPO, as well as an HMO and PPO as supplemental health insurance plans requiring a premium contribution by the employee (as listed below), co-pays, deductibles, reimbursement for being out of network, out of pocket maximum for being out of network etc. Employees may select single, single plus spouse, single plus child(ren) or family coverage in one of the health programs offered by the Village during the enrollment period established by the Village. The insurance plan year typically commences on June 1 of each year. The Village shall provide group health Insurance benefits to employees, with such benefits to be provided in the group Insurance policy(s) applicable to all Village employees at the rates assessed under such policy(s) which the Village shall enter from time to time.

Employee contributions to Medical Insurance Premiums:

Term of Contract – 20% of the total PPO premium for which ever coverage is selected.

HMO Plan:

First Year of Contract: 5% of the total HMO premium for which ever coverage is selected.

Second and Third Year of Contract: 10% of the total HMO premium for which ever coverage is selected.

High Deductible PPO plan – Employees would pay cost as outlined each year by the employer based upon each years plan.

Should the Village find it necessary, due to financial or other reasons, to change Insurance carriers, benefit levels, plan types, self-insurance or other modifications of the policy in effect upon the effective date of this agreement, it may do so, provided that the new plans, coverage and benefits are substantially similar to those in effect upon the effective date of this

Agreement.

Section 16.2. Cost Containment. The Village reserves the right to institute or modify cost containment measures relative to Insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, health maintenance organizations, mandatory second opinions for elective surgery, pre-admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures. Further, Local 3191 will assist the Village of Lake Zurich by having representatives review potential Health Savings Plan (HSP) options and also review future insurance plan options.

Section 16.3. Terms of Policies to Govern. The extent of coverage under the Insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Manager or the Chief, if the Manager shall so designate, and the Manager or Chief, in turn shall make appropriate inquiry and shall advise the employee of the status of

May 2014 Contract

the matter.

Section 16.4. IRS 125 Plan. The Village has made available to employees an IRS Section 125 cafeteria plan which allows employees to pay for life Insurance, child care and medical expenses with pre-tax dollars. This benefit shall be made available to employees covered by this contract as long as the plan continues to be allowed by the IRS.

ARTICLE XVII - POLICE AND FIRE COMMISSION

The parties recognize that the Board of Police and Fire Commissioners ("Board") of the Village of Lake Zurich has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and to enforce rules and regulations, to discipline and terminate employees, to promote employees in rank positions, to hire employees, and to lay off employees. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission. Moreover, it is agreed that the Chief shall exercise all functions and responsibilities of a Chief or Fire Chief under the rules and regulations of the Board and the statutory jurisdiction of the Board, notwithstanding any other provisions under state or other law to the contrary, pursuant to Section 15 of the Illinois Public Labor Relations Act.

ARTICLE XVIII - LEAVES OF ABSENCE

Section 18.1. Discretionary Leaves. The Village may grant a leave of absence to an employee without pay under the following circumstances. Any request for a leave of absence shall be submitted in writing by the employee to the Chief and the Village Manager as far in advance as practicable. The request shall state the reason for the leave of absence and the period of time off desired by the employee. The Village in its discretion may grant such request for a period not to exceed forty-five (45) days, and will set forth the terms and period for such leave. An extension beyond 45 days may be requested and will be considered under unusual circumstances only. Depending on the circumstances of each particular case, the Village may grant a discretionary leave of absence or an extension thereof to accommodate an employee with a handicap or disability. The Village is not required to grant a discretionary leave or extension thereof if it would create an undue hardship for the Village. A leave of absence will not be granted to enable an employee to seek other employment. Employees who engage in unauthorized employment during such leave may be immediately terminated. Seniority shall not accumulate while an employee is on a discretionary leave of absence, although there will be no loss of accumulated seniority. All other economic benefits under this Agreement

are terminated during the period of the leave. Credit for vacation, Paulus Days, earned time off, sick leave and retirement fund shall not be earned during the leave. However, an employee will be allowed to purchase continued group health coverage at his own costs to the extent that may be permitted by the Village's group insurance carrier.

Upon return from a discretionary leave of 45 days or less, an employee will be placed in his prior position. Upon return from a discretionary leave if granted, in excess of 45 days, the Village will place the employee in his previous position if the position is vacant; if not vacant, the employee will be placed in the first available opening in his classification. During a discretionary leave in excess of 45 days granted as an accommodation for an employee's disability or handicap, the employee's prior position shall remain vacant, unless the continued vacancy of the employee's prior position would create an undue hardship upon the Village, in which case 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.

An employee on leave of absence will be terminated if he fails to return from a leave at the conclusion of the authorized leave; resigns or is

terminated from Village employment while on leave; or accepts employment in any capacity while on leave.

Section 18.2. Military Leave. Military leave without pay shall be granted in accordance with applicable law.

Section 18.3. Maternity Leave. Disability due to pregnancy as certified by an employee's doctor will be treated like any other sickness or disability. The employee reserves the right to notify the Village when the employee is pregnant when she and her doctor determine that job functions will cause harm to the employee and the unborn fetus. Additional unpaid leave of absence related to maternity where no disability exists may be granted when operational needs are not affected, pursuant to Section 18.1. Return to duty after an unpaid maternity leave is governed by Section 18.1. The employee shall also receive all other benefits of the Personnel Policy of the Village of Lake Zurich. It is the intent of the Village of Lake Zurich to follow applicable Family Medical Leave Act provisions in regards to maternity leave.

Section 18.4. Funeral Leave. In the event of death in the immediate family (defined as the employee's spouse, children, step-children, adopted children, parents, parents of spouse, step-parents, grandchild, grandparents, brother and sister, brother-in-law, sister-in-law, or a relative who was living

in the employee's household), an employee shall be granted time off with pay up to a maximum of three calendar days (One 24 hour shift day) may be needed prior to and including the day of the funeral. The employee may request additional time off if needed, with the approval of the Chief or his designee.

In the event of a death in the employee's extended family (defined as aunts, uncles, nephews, nieces, spouse's grandparents), the employee will be granted one duty day off with pay for purpose of attending the funeral or wake if he is scheduled to work on the day of the funeral or wake or for out of state transportation. The notification provision found in the Village Employee manual in reference to bereavement leave will be followed.

Section 18.5. Family Medical Leave Act.

The parties agree that the Employer may adopt, alter and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA").

The one exception is that the employer cannot run FMLA time concurrent with other benefit time.

ARTICLE XIX - LABOR MANAGEMENT CONFERENCES

Section 19.1. Meeting Request. The Union and the Village agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held if mutually agreed between Union Officers and responsible administrative representatives of the Village which may include the Chief, his designee, or other officials as the Village shall determine. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting if requested by either party. Such meetings shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) discussion concerning safety issues affecting employees.

Section 19.2. Content. It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conference" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings unless both parties agree in writing. The Village will

May 2014 Contract

allow the Union officers attending who are on duty to remain in pay status for up to one hour of time spent in a conference when such conference is held during his scheduled duty shift.

ARTICLE XX - SHIFT TRADES

Section 20. Employees of equal classification will be permitted to request permission to trade duty hours under the following conditions. All duty trade requests are subject to final approval of the Chief or his designee based on this Article and on the needs of the department and scheduling. No less than seventy-two (72) hours notice must be given to the Chief or his designee; this requirement may be waived by the Chief or his designee in an emergency. All requests shall be in writing on a form approved by the Chief or his designee. Requests may be made to trade partial shifts. Shift trades must be completed within one year with a "pay back" date (unless "pay back" is not expected), and shall not result in overtime. Once a duty trade is made, the responsibility to work falls on the person that has agreed to work. In the event the person that agreed to work can not fulfill the trade and has 30 days before the trade is scheduled to occur, it is his/her responsibility to find someone to cover the day. If the duty trade cannot be fulfilled and the trade is scheduled to occur within 30 days, the person that agreed to the change will be charged with a sick day if unable to find a replacement. In the event of a workman compensation injury, any outstanding shift trades the employee has made will be covered by the Village.

ARTICLE XXI - MAINTENANCE DUTIES

Section 21.1. Maintenance. The Village may in its discretion assign whatever maintenance duties it determines to bargaining unit employees provided only that the duties involve facilities, equipment or services that are related to the Village's Fire/Rescue Department. In the event of civic emergency, this restriction may be suspended by order of the Chief or his designee.

Section 21.2. Scheduling of House Duties. Regular house duties, drills and training will be normally performed between 0700 and 1700 hours, Monday through Friday. The Chief or his designee may schedule these duties during other times when necessary to complete their regular requirements and schedules including evening drills and training exercises as regularly scheduled. All other duties are not subject to these limitations. House duties shall be normally performed on Saturdays between 0700 and 1300; drills and training exercises may be scheduled at any time on Saturday, although every attempt should be made to schedule them before 13:00 hours. On Sundays and Village recognized holidays, only routine house duties will be scheduled, except that the Village may schedule training on Sundays if it gives employees thirty (30) days notice of its intent to schedule such training on a Sunday, for special training such as Multiple

department drills, mass casualty drills, MABAS drills and burn downs
;using this option only four times in a calendar year. This section shall
apply only to the duties set forth and shall not otherwise limit the Chief's
and the Village's scheduling and direction of work as set forth in Article IV.

Shopping for kitchen supplies will be permitted during routine work
hours in a department vehicle subject to calls for service. Shopping shall be
done within the Village of Lake Zurich and shall be generally done between
the hours of 7:00 a.m. to 8:30 a.m. A Fire Prevention Bureau vehicle can be
used if available at station #3 for shopping but if one is not available, the
employee will use a personal vehicle. If a department staff vehicle is
unavailable at station 4, personnel will take their own vehicle.

ARTICLE XXII - JURY DUTY & COURT TIME

Section 22.1 Jury Duty: An employee called for duty before a recognized court of law will be granted an excused absence with pay for the period of the absence. Employees may keep all compensation received from the courts for serving such jury duty to cover travel expenses. Employees will not be paid by the Village for travel expense or for days they are not scheduled to work. Proof of jury service may be required in order to receive regular compensation during a jury absence. The following details the provisions for compensation and time off while serving jury duty.

- If an employee works on a week day and is assigned to jury duty for that day, the employee does not have to return to duty if jury duty is scheduled for the following day (24 hour compensation).
- If an employee works on a Friday, is assigned to jury duty for that day, and is not scheduled to return to jury duty until Monday, the employee must return to duty after jury duty on Friday.
- Saturday duty days, are to be worked in full, (24) hours, since courts are in recess on Sundays. Days assigned to jury duty which are followed by a holiday requires the employee to

return to duty after that days jury service.

- If an employee works on a Sunday and is scheduled for jury duty on Monday, the employee will be excused from duty at 7:00 pm (24 hour compensation), provided that the next day is not a court holiday.

- If an employee is sequestered, the employee will be compensated for the days he is scheduled to work.

If an employee is released from jury duty, the employee must return to duty immediately (within 3 hours) after the courts release if it falls on an assigned duty day.

Section 22.2: Court Time: If an employee is presented with a subpoena to testify in any court of law for a department related matter, they should give notice of the assigned date to their shift commander as soon as possible. For attendance at a court, outside normal scheduled shift hours, employees shall be paid at a rate of 1 ½ their straight time hourly rate for all time required to travel to and from the court building and time spent while at the court. Time will be computed on a portal to portal basis. The appropriate over-time documentation needs to be completed.

ARTICLE XXIII - CLOTHING

Section 23.1. General. Employees will be provided uniforms and turnout gear upon their hire by the Village as set forth below. Employees who desire replacement or repair of uniform items or turnout gear shall make such request to the Chief or his designee. The Village will reasonably respond to all request for replacement items. In addition, the Chief or designee and the Union President or designee will conduct twice yearly inspections of clothing and turnout gear to assist in complying with this provision. The cost to replace lost/damaged equipment or clothing that was taken out of the station during non-department sponsored events will be the responsibility of the employee.

Section 23.2. Station Clothing. All new employees shall be issued, upon hire, a complete set of station uniforms which presently consists of the following:

- | | |
|--------------------------------|-------------------------|
| 3 - Long Sleeve Shirts | 3 - Short Sleeve Shirts |
| 3 - Blue T-shirts w/Dept. Logo | 3 - Pants |
| 1 - Black Belt | 1 - Pair of Shoes |
| 1 - Sweatshirt/Pants | 1 - Winter/Spring Coat |
| 1 - Baseball Cap | 2 - Nameplates |
| 1 - Shirt Badge | 1 - Hat Badge |

The Village may modify or alter the type, style, nature or number of station clothing items provided the Village provides such items at no cost to the

employee. All employees not assigned to a 24-hour shift shall receive an additional two (2) shirts of each type, and two (2) additional pants. A complete Dress Uniform shall be issued to the employee upon completion of the probationary period.

Section 23.3. Turnout Gear. All new employees shall be issued, upon hire, the following turnout gear items:

- | | |
|-------------------------------|---------------------------------|
| 1 - Helmet | 1 - Coat |
| 1 - Bunker Pants w/Suspenders | 1 - Pair of Fire Fighting Boots |
| 1 - Nomex Hood | 2 - Pair of Gloves |
| 1 - GUT Belt | 1 - Flashlight |

Such turnout gear shall comply with the applicable NFPA standard

for that particular item at the time of its purchase.

ARTICLE XXIV - GENERAL PROVISIONS

Section 24.1. Physical Examination. If an employee seeks to return to duty from a layoff, a sickness, a disability, leave or absence, or for any other period of time not on duty, or if the Chief or designee determines that questions exist as to whether an employee is fit for duty or fit to return to duty, then the Village may require, at its expense, that the employee have a physical examination by a qualified and licensed physician selected by the Village to determine whether the employee is able to perform the essential functions of his job.

In addition, the Village may also establish a policy regarding regular physical exams to be conducted at the Village expense, and may require employees to undergo such physical exams by a qualified licensed physician. If the Village determines that conducting physical examinations at work would cause it to be below minimum staffing requirements as established by the Village, the Village may require that employees undergo physical examinations while off duty without pay at the employees' convenience within thirty (30) days of notice. The failure of the annual physical by any employee covered by this contract shall place the employee on sick leave, if no sick leave is available, other paid time off may be used

May 2014 Contract

or the employee may be placed on leave without pay until the employee is able to successfully pass the physical exam.

All personnel are required to participate in the annual fitness / wellness evaluation. This evaluation will be used in confidentiality by the Health and Wellness Committee to establish a fitness routine for each person. This fitness routine is designed to better the person's annual fitness/wellness evaluation.

The Health and Wellness Committee on the department will submit input in regards to the vendor / physician used by the department for annual physicals.

Section 24.2 Employee Testing and Substance Abuse

Section 24.2 (A) Policy. It is the policy of the Village that the public has the reasonable right to expect its Fire/Rescue Department personnel to be free from the effects of drugs and alcohol. It is also the policy of the Village to provide a safe work environment and to protect the public by insuring that employees have the integrity, stamina, and the physical, mental and emotional ability to perform fire suppression and paramedic duties. The Village, as the employer, therefore has the right to expect its employees to report for work fit and able for duty, and to refrain from any conduct involving the abuse of substances and any other illegal conduct.

Section 24.2(B) Prohibitions. Employees shall be prohibited from:

- (a) consuming, possessing, buying or transferring alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on Village premises or job sites, including all Village buildings, properties, and vehicles while engaged in Village business;
- (b) Possession, using, consuming, transferring, selling, purchasing or delivering any illegal drugs at any time, or unexplained or excessive use or abuse of a legally prescribed drug;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (d) Reporting for duty or working while under the influence of alcohol or an illegal drug; and
- (e) Abuse of prescribed control substances (i.e., use of prescribed drugs in a manner inconsistent with physician approval and resulting in adverse job performance).

Section 24.2(C). Testing. Where the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs or has otherwise violated the prohibitions of Section 24.2(B), or in the event an employee is involved in an accident that results in a citation or fatality, the employee shall submit to drug/alcohol testing as outlined in section 24.2(D) , the Village shall have the right to require the employee to submit to alcohol and/or drug testing as set forth in this Agreement. There shall be no random or unit wide testing of employees, except random testing of an individual employee as authorized below. The foregoing shall not limit the right of the Village to conduct such tests as it

may deem appropriate for promotions, for physical examinations to determine fitness for duty in the event an employee has not worked for more than 90 consecutive calendar days, or for persons seeking employment prior to their date of hire. For the purpose of this Agreement, "under the influence" shall mean blood alcohol level equal to or exceeding the level specified in Section 24.2(E)(f) and/or conduct reasonably demonstrating impairment; with regard to drugs and substances of abuse, this term shall mean the presence in the body urine of any legal drug or substance of abuse as defined above, and/or conduct reasonably demonstrating impairment.

Section 24.2(D). Order to Submit to Testing. At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with a written notice of the order setting forth the objective facts and inferences which formed the basis of the order to submit to testing. The employee shall be permitted a reasonable opportunity to consult with a representative of the Union at the time the order is given. However, the testing process shall not be delayed to provide the assistance of a Union representative who is not immediately available. Refusal to submit to such testing when ordered may subject the employee to discipline including discharge, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 24.2(E). Tests to be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only trained collection site personnel from an accredited National Institute of Drug Abuse (NIDA) testing laboratory and/or medical facility to collect and analyze specimens of blood and/or urine.
- (b) Verify that the laboratory or facility selected conforms to all

NIDA standards;

- (c) **Verify that the laboratory follows a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;**
- (d) **Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;**
- (e) **Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug;**
- (f) **Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;**
- (g) **Collect a sufficient sample to allow a sufficient amount to be set aside for later screening by the employee, at the employee's expense, if requested by the employee. An employee who desires to test the sample for his own purpose must notify the Director no later than seven (7) days after the test results are provided to him, and must make all arrangements to conduct such tests;**
- (h) **Sample collection may be witnessed if witnessing is part of the regular procedure used by the clinic or medical facility collecting the sample or in a case where the clinic or medical facility reasonably believes such witnessing is necessary in an individual case to preserve the integrity of the procedure;**

- (i) The Village will insure no employee will be subject to any adverse employment action prior to the confirmatory tests results except that the employee may be suspended with pay or reassigned with pay to a temporary assignment and such reassignment or suspension will immediately cease in the event of a negative test result;
- (j) An employee who intentionally interferes in any way with the testing procedure may be disciplined, up to and including termination;

Section 24.2(F). Discipline.

- (a) In the event an employee violates the prohibition against the possession, use, consumption, transfer, sale, purchase, or delivery of any illegal drug (Sec. 24.2(B)(b), or is found to be consuming, buying, selling or transferring alcohol while on duty (Sec. 4.2 (B) (a), he/she shall be terminated.
- (b) In situations other than those set forth in (a) above, no adverse employment action shall be taken by the Village for the first instance that an employee tests positive on both the initial and confirmatory tests for drugs or is found to be under the influence of alcohol, or when an employee voluntarily seeks assistance with respect to a drug or alcohol problem. The foregoing is conditioned upon:
 - (i) the employee agreeing to appropriate treatment as determined by the physician (s) or professional counselors involved;

- (ii) the employee discontinues his use, possession, or sale of illegal drugs or abuse of alcohol;
- (iii) the employee completes the course of treatment prescribed, including an after-care group for a period of up to twelve months;
- (iv) the employee agrees to submit to random testing when ordered up to a maximum of four(4) times during the one year period following the first confirmed positive test. Such random tests shall be held on Monday through Friday between 7:00 a.m. and 8:30 p.m., or Saturday from 7:00 a.m. to 1:30 p.m. Knowledge of such tests shall be limited to persons with a need to know for the purpose of conducting the tests and administering the agreement.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol shall be terminated.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his regular duties or whose continuance on active status would constitute a direct threat to the property or safety of others. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 24.2(G). Grievance Procedure. In the event of disciplinary

action subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, neither the employee nor the Union shall be allowed to submit any matters arising under this Article or Agreement to the grievance and arbitration procedure, as such matters shall be brought before the Board. In all other situations not involving disciplinary action subject to the Board's exclusive jurisdiction, the grievance and arbitration provisions of this Agreement will apply.

Section 24.2(H). Voluntary Request for Assistance. The Village shall take no adverse employment action against any employee solely because of his request for assistance. An employee who voluntarily requests such assistance may not avoid the application of any action under this Agreement which was begun or was immediately forthcoming by requesting such assistance. Moreover, an employee, once he voluntarily requests assistance, is subject to the terms of this Agreement including but not limited to all provisions concerning treatment programs and prohibitions against the use and possession of drugs and alcohol. An employee who voluntarily seeks assistance may be temporarily reassigned, suspended with pay, placed on sick leave, disability or other medical leave as may be necessary. Requests for voluntary assistance will be handled in confidence to the extent possible with the information provided to those with a need to

know.

Section 24.3. Injury in the Line of Duty In the event an employee incurs an injury in the line of duty covered by 5ILCS 345/1 (1992), the Village and the employee shall abide by the provisions of that statute. For the purpose of defining full pay and benefits under that statute, an employee shall receive all benefits under the terms of this Agreement except Paulus Days (Section 5.3) and earned time off (Article VIII) for the time he is receiving benefits under that statute. Moreover, an employee who does not abide by the restrictions of that statute concerning employment may be disciplined, up to and including termination, in addition to any other remedies available to the Village.

Section 24.3A Light Duty: Light Duty refers to a department provision that may allow injured full-time employees an opportunity to come back to work in a restricted yet productive function. Light Duty pertains only to injuries where the employee is expected to return to full duty within a short time frame (60-day maximum). The Light Duty provision is not designed to be a long term or permanent assignment. Furthermore, a Light Duty assignment for off the job injuries may be offered to give an employee an opportunity to retain their regular salary without disruption. The Light Duty provision is categorized into two categories.

- 1) On The Job Injury (Workers Compensation)
- 2) Off The Job Injury (Non-Workers Compensation)

ON THE JOB INJURY (WORKERS COMPENSATION)

When an employee is injured on duty while performing his/her duties and responsibilities as outlined in their respective job description, that employee can be directed to return back to work as soon as they are cleared for Light Duty assignments by their physician. The physician release to Light Duty shall include all limitations placed on the employee along with a date for the next scheduled appointment. The release to Light Duty work form shall also be signed by the attending physician. The department may schedule productive Light Duty assignments that fit the restrictions of the employee based on the physician return to work statement. Light Duty assignments may be scheduled in any of the Village departments where the restrictions can be met if no light duty is available in the Fire Department. Failure to report to Light Duty once released by the physician with workable restrictions and subsequently directed by the department may result in disciplinary action.

OFF DUTY INJURY (NON WORKERS COMPENSATION)

Employees injured off duty may be offered Light Duty assignments in order to keep them active and on the payroll. The Chief or designee may grant

light Duty if there is productive work/projects that need to be completed and if the fiscal impact is not detrimental to the operational budget. A written request for Light Duty from the employee is necessary for consideration.

HOURS/DAYS OF LIGHT DUTY WORK

Employees offered Light Duty status after an off the job injury will typically work a forty hour workweek, Monday through Friday from 8:00 AM to 5:00 PM with a 1 hour unpaid lunch break. Adjustments in the daily work hours can be made by the department to accommodate time for related medical appointments, prescribed therapy and personal schedules on a case by case basis. Therapy and medical appointments should be scheduled at the end of the day in order to provide the department a consistent time frame to schedule productive assignments without interruption.

Employees offered Light Duty status after an on the job injury will work light duty on their regularly scheduled and assigned duty days only from 7:00 AM to 6:00 PM with a one hour unpaid lunch and two fifteen minute breaks. Regularly scheduled and assigned duty days include weekends and holidays. Employees will not earn or be eligible for Paulus days during light duty status. Personnel may utilize earned time off in lieu of light duty if desired. Employees may request to duty trade a weekend or holiday shift for a weekday if so desired. The weekday should be in close proximity to the day traded.

DRESS CODE FOR LIGHT DUTY

Employees working light duty will report in their complete daily

uniform unless it is not practical or detrimental to the injury.

Section 24.4. Smoking/Tobacco Product Use:

In keeping with the Village's intent to provide a safe and healthy work environment and in conformance with the Smoke-Free Illinois Act, smoking by employees on Village property is limited to designated smoking areas during the employee's lunch or break periods, this includes the hours after 5pm for the fire department. Village property includes Village vehicles and equipment.

Section 24.5 Residency. Employees must live within Forty (40) miles of the district boundary as measured by air miles. As employees choose to live further from their workplace, it is important that the employee ensures that they report for duty on time and no excuse is offered because of travel distance.

Section 24.6. License Renewal Expense: The Village shall cover the expense for paramedic license renewal if enacted by the State of Illinois. The Village will also cover renewal costs for department sanctioned Peer Fitness Trainers.

ARTICLE XXV – PROMOTIONS ACT

Section 25.1 General. Promotions to the ranks of Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, Public Act 93-0411 (herein after the “act”). Except as modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

Section 25.2 Eligibility. Eligibility for promotions will be based on the Board of Fire and Police Commissioners Rules and Regulations setting forth prerequisites for testing. To be eligible for promotion to Lieutenant, Firefighter/Paramedics must complete five (5) years in rank with the Lake Zurich Fire rescue department and have completed the course requirements of Provisional Fire Officer 1 as defined by the Office of the State Fire Marshall and certified as a Fire Apparatus Engineer. To be eligible for promotion to Captain, Lieutenant’s must complete two (2) years in rank in the Village of Lake Zurich and have completed the course requirements of Provisional Fire Officer 2 as defined by the Office of the State Fire Marshall.

Section 25.3 Components and Scoring. The components of the test will be scored and posted in order below with each component score posted

prior to the next component. All raw scores shall be multiplied by the weighting factor listed. Should any subjective area not be done, the weighting for the removed area(s) will be assigned to the written exam weight.

Order of Posting	Component	Weighting Factor
1	Seniority (4 points per year (1 point per quarter)) up to 25 years of full-time service; 0 to 100 possible.	.1 (10%)
2	Ascertained Merit (for a list of criteria see Section 25.6; 0 to 100 points possible)	.05 (5%)
3	Subjective Evaluation Score (see below for included sections; 0 to 100 points possible)	.45 (45%)
4	Written (0 to 100 points possible)	.40 (40%)

Breakdown of portions of the subjective evaluation total and their weight

Assessment center (0 to 100 points possible)	.20
Assessment center (0 to 100 points possible)	.20
Assessment center (0 to 100 points possible)	.20
Commissioners structured oral interview and file review (0 to 100 points possible)	.15
Administrative points/Performance evaluations (0 to 100 points possible)	.25

Note: If an assessment center process is added, the subjective weighting will be adjusted to .166 (repeating decimal) for each section.

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

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

Section 25.4 Written Exam Review. Candidate may review the written test results with the testing agency that provided the written exam. The Village will schedule the review following the posting of the initial eligibility list and prior to the final eligibility list between the time the initial posting of the list and the final posting of the list. This coincides with the time frame where candidates may submit military preference points.

Section 25.5 Promulgation of New or Revised Rules:

The Village agrees to notify the Union in advance of promulgating or implementing any new or revised Village ordinances, rules and regulations, or Board of Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Labor Relations Act. Such notice shall be afforded sufficiently in advance of the purposed effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

Section 25.6 Ascertained Merit Criteria

100 points possible for 5% portion of total score

Ascertained Merit points shall be awarded in the two categories listed below. Each category is valued as follows: Category 1 equals up to 30% (Thirty) percent; Category 2 equals up to 70% (Seventy) percent. Category

May 2014Contract

1: Special Team Participation = Current team members having completed all training requirements shall receive (6) six points per team association.

Former team members having completed the required training associated with their tenure shall receive (3) three points for each prior team affiliation.

Total possible points = (30) Thirty which will weigh as 30 percent of the whole.

TRS Team Criteria
HAZMAT Team Criteria
Dive Team Criteria
Investigation Team Criteria
County Mechanics Team
Wildland Team

The above noted teams are the only teams for which points may be earned. Any "teams" added under different authorities or structures would need to be specifically negotiated into the labor contract.

Category 2: Highest Applicable Formal Education. Applicants will receive merit for the highest degree obtained at an accredited institution (up to 70 points maximum) which will weigh as 70 percent of the whole.

Points are awarded for only one degree occurring at the highest level listed.

As an example, a person has two Associate Degrees; they receive points for 1 of those degrees.

Associates Degree:	11 points	Bachelor Degree:	23 points
Master's Degree:	46 points	Doctorate Degree:	70 points

ARTICLE XXVI - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by a Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specified in the Board, Agency or Court decision; and upon the 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.

ARTICLE XXVII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement.

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 or ordinance from the area of collective bargaining, 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.

ARTICLE XXVIII - TERMINATION

Upon execution by both parties, this Agreement shall be considered effective as of May 1, 2014. The Agreement shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date unless another time is mutually agreed to.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 8th day of May, 2014.

VILLAGE OF LAKE ZURICH

PROFESSIONAL FIREFIGHTERS
OF LAKE ZURICH

J. Blawiecki, Village Mgr.

M. Peyton, Mayor

Kathleen Tolson
Village Clerk

[Signature] President

Appendix A

Wage Scale

Firefighter/Paramedic		2.00%		2.00%	2.00%
Step	4/30/2014	5/1/2014	5/1/2015	5/1/2016	
1	\$ 57,183.41	\$ 58,327.08	\$ 59,493.62	\$ 60,683.49	
2	\$ 66,076.35	\$ 67,397.88	\$ 68,745.83	\$ 70,120.75	
3	\$ 70,452.63	\$ 71,861.68	\$ 73,298.92	\$ 74,764.89	
4	\$ 75,412.41	\$ 76,920.66	\$ 78,459.07	\$ 80,028.25	
5	\$ 80,080.45	\$ 81,682.06	\$ 83,315.70	\$ 84,982.01	
6	\$ 86,207.24	\$ 87,931.38	\$ 89,690.01	\$ 91,483.81	
Lieutenant/Paramedic					
1	\$ 91,167.03	\$ 92,990.37	\$ 94,850.18	\$ 96,747.18	
2	\$ 95,251.56	\$ 97,156.59	\$ 99,099.72	\$ 101,081.72	
3	\$ 101,670.10	\$ 103,703.50	\$ 105,777.57	\$ 107,893.12	

1)

Retro Activity was included back to May 1, 2014.

Wages Part 2

Non-Emergent Functional Pay

Compensation shall be set at an employee's straight time hourly rate as a minimum for the following functions/committee work: Apparatus, ISO, SCBA repair/testing , Radio, Tactical SOGs, Training, Safety, Peer Fitness Trainer, Honor Guard, EMD and PBPI work, CPR , Special team administrative meetings, Public Education work, and any future committee work so established.

Overtime rates would be paid for any special duty for which overtime rates are billed by the Village.

Appendix B

Special Team Stipend:

Personnel may participate on more than one team. Payment is made for only one team. Based on an annual payment. Team requirements/training must be maintained. Paid to certified members only.

Team member	Team	Team Leader
\$750.00	Technical Rescue	\$1000.00
\$750.00	Hazardous Materials	\$1000.00
\$750.00	Dive Rescue	\$1000.00
\$750.00	Investigations	\$1000.00
\$750.00	Mechanics	No team leader
\$750.00	Wildland	No team leader

Meet Standards Pay:

Effective 5/01/02, if a firefighter meets standards and has;

15 years of service but less than 20 years	\$750.00 annual payment
20 years of service but less than 25 years	\$1,000.00 annual payment or
25 years of service or more,	\$1,500.00 annual payment.

This payment is to be paid in the month of the employees anniversary of employment