

AGREEMENT
Between
VILLAGE OF SKOKIE
And
SKOKIE FIREFIGHTERS LOCAL 3033,
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS (IAFF)
2010 – 2014

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AGREEMENT

This Agreement is made and entered into by and between the Village of Skokie (hereinafter referred to as the “Village”) and Skokie Firefighters Local 3033, International Association of Fire Fighters (IAFF) (hereinafter referred to as the “Union”)

It is the intent and purpose of this Agreement to set forth the parties’ agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

Now, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time firefighters and fire lieutenants (including firefighters and fire lieutenants assigned as paramedics), but excluding all sworn firefighters in the ranks of Fire Chief, Deputy Chief, and Captain, the EMS coordinator, the Training Officer, any employees excluded from the definition of “firefighter” as defined in Section 1603(8)-(1) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

ARTICLE II

NON-DISCRIMINATION

Section 2.1. Generally. In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, or Union membership or non-membership. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 2.2. Americans with Disabilities Act. The parties agree that the Village has the right to take any actions necessary to be in compliance with the Americans with Disabilities Act. Nothing herein is intended to preclude the Union from grieving or arbitrating any Village action which, in its view, violates the Agreement and is unnecessary in order to comply with such Act.

If the Village is considering action to comply with the ADA that would violate any provision of this Agreement, the Village shall provide the Union with reasonable notice of the proposed action and shall, if requested, meet with the Union to discuss the matter before taking any such action.

ARTICLE III

DUES CHECKOFF AND UNION RIGHTS

Section 3.1. Dues Check-Off. The Village will deduct from each employee's first two (2) paychecks each month the uniform, regular semi-monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. Such authorizations may only be revoked in writing between ninety (90) days and forty-five (45) days prior to the termination date set forth in Section 24.1 of Article XXIV of this Agreement.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount 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. The Village shall remit the total amount of the dues deducted each month, together with a list of the employees from whom dues have been deducted, to the person designated by the Union not later than fifteen (15) days after the issuance of the second paycheck each month.

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

The Village agrees that it will not deduct dues for any other labor organization for any employees covered by this Agreement.

Section 3.2. Fair Share. During the term of this Agreement, bargaining unit employees who are not members of the Union shall, commencing sixty (60) days after the effective date of this Agreement or sixty (60) days after their employment, whichever is later,

pay as a condition of employment a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union in the same manner and intervals as Union dues are deducted. The Union shall periodically submit to the Village a list of employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election of or support of any candidate for political office or for any member only benefit.

The foregoing fair share fee obligation shall not apply to any employee in the bargaining unit as of the date this Agreement is ratified by both parties who is not a member of the Union on that date. Any such employees must pay, pursuant to the deduction provisions of this Section either the fair share fee or an amount equal to such fair share fee to a charitable organization selected in accordance with the last paragraph of this Section.

The requirement to pay a fair share fee shall be applicable to any employee who is employed in a bargaining unit position after the date on which this Agreement is ratified by both parties and who either fails to join the Union and authorize dues deduction within the sixty (60) day period, or who is a member of the Union on or after the date on which this Agreement is ratified by both parties and who thereafter withdraws from such membership and revokes authorization for dues deduction.

The Union agrees to assume full responsibility to ensure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v.

Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers.

Accordingly, the Union agrees to do the following:

- (a) Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- (b) Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee (i.e., the Illinois Labor Relations Board (ILRB) procedure).
- (c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

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

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

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

written checkoff authorization furnished under any of such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village.

Section 3.4. Union Use of Bulletin Board. The Village will make available space on a bulletin board in each station for the posting of official Union notices of a non-derogatory nature. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE IV

LEAVES OF ABSENCE

Section 4.1. Unpaid Leaves of Absences. The Fire Chief may grant an unpaid leave of absence to an employee who has been employed for at least three (3) months for a period of time not to exceed thirty (30) days, provided a request for such leave shall not be arbitrarily and unreasonably denied. Any requests for an unpaid leave of absence in excess of thirty (30) days shall be subject to the approval of the Village Manager.

Section 4.2. Sick Leave.

(a) Sick Leave Accrual. Employees who are assigned to 24-hour shifts shall earn twelve (12) hours of sick leave for each completed month of Village employment and employees who are assigned to 8-hour shifts shall earn eight (8) hours of sick leave for each completed month of Village employment. Employees beginning employment from the 1st through the 15th day of the month will be credited with 12 or 8 hours of sick leave, whichever is appropriate depending on their shift assignment, for that month of service. Employees beginning the 16th through the end of the month will be credited with 6 or 4 hours of sick leave, whichever is appropriate depending on their shift assignment, for that month of service but must wait until the following month to be eligible for sick leave pay. Employees shall not earn sick leave when they are off on sick leave, disability leave, or an unpaid leave for more than thirty (30) consecutive days.

Unused sick leave may be accumulated from year to year up to a maximum of 1440 hours for employees assigned to 24-hour shifts and 960 hours for employees assigned to 8-hour shifts. If an employee is transferred from an 8-hour shift to a 24-hour shift, the employee's accumulated sick leave hours at the effective date of transfer shall be one and one-half times the number of accumulated sick leave hours the employee had just prior to the effective date of the transfer.

Example: If an employee had 800 accumulated sick leave hours just prior to being transferred from an 8-hour shift to a 24-hour shift, the number of accumulated sick leave hours the employee would have as of the effective date of his transfer to the 24-hour shift would be 1200 hours (i.e., $800 \times 1.5 = 1200$). If an employee is transferred from a 24-hour shift to an 8-hour shift, the employee's accumulated sick leave hours at the effective date of transfer shall be two-thirds of the number of accumulated sick leave hours the employee had just prior to the effective date of the transfer. Example: If an employee had 1200 accumulated sick leave hours just prior to being transferred from a 24-hour shift to an 8-hour shift, the number of accumulated sick leave hours the employee would have as of the effective date of his transfer to an 8-hour shift would be 800 hours (i.e., $1200 \times \frac{2}{3} = 800$).

(b) Use of Sick Leave. Sick leave may be used only for an employee's maternity, illness, injury and doctor's appointments, or for serious illness or injury in the employee's immediate family. "Immediate family" for this purpose is defined as the employee's spouse, children, parents, mother-in-law, father-in-law, brothers, sisters, and grandparents. In the case of serious illness in the immediate family which necessitates the employee's presence, up to 24 hours per calendar year of sick leave shall be approved by the Fire Chief or his designee. An additional 24 hours for 24-hour personnel and 16 hours for 8-hour personnel may be approved by the Village Manager, such approval not to be arbitrarily and unreasonably denied; if approved, such additional hours shall be charged to emergency leave, if available, or sick leave if the employee does not have any emergency leave. If an employee is unable to work due to illness, the employee must inform his supervisor if at all possible at least one hour prior to the start of the scheduled workday. An employee's failure to inform his supervisor each day of absence, or

at agreed intervals in the case of an extended illness, will result in a loss of that day's pay. Employees will comply with reasonable reporting rules as may be established by the Fire Chief.

In order to receive pay for a sick leave day that occurs immediately before or immediately after any other regularly scheduled paid day off the employee must establish proof of sickness to the reasonable satisfaction of the Fire Chief or his designee.

(c) Sick Leave Bonus Days. Employees assigned to 24 hour shifts shall be eligible for sick leave bonus time to be taken during the current calendar year based on how many sick leave days and emergency leave days that the employee used during the preceding calendar year in accordance with the following:

<u>No. of Sick Leave/Emergency Leave Days Used As of 12/31</u>	<u>No. of Sick Leave Bonus Days/Hours</u>
None	1 1/2 days (36 hrs.)
1 day	1 day (24 hrs.)
2 days	1/2 day (12 hrs.)
3 or more	None

Employees assigned to 8-hour shifts shall be eligible for sick leave bonus time to be taken during that calendar year based on how many sick leave days and emergency leave days that the employee used during the preceding calendar year in accordance with the following:

<u>No. of Sick Leave/Emergency Leave Days Used As of 12/31</u>	<u>No. of Sick Leave Bonus Days/Hours</u>
None	3 days (24 hrs.)
2-3 days	2 days (16 hrs.)
4-5 days	1 day (8 hrs.)
6 or more	None

Use of sick leave for either the employee himself or his family and use of emergency leave for either the employee himself or his family will count in determining eligibility for sick leave bonus days.

There will be a separate slot for scheduling sick leave bonus time for 24-hour personnel. Only one employee may schedule and take sick leave bonus time on any given day, provided that sick leave bonus time cannot be scheduled or taken on holidays. Effective January 1, 2003, if any sick leave bonus time earned in the preceding calendar year (i.e., calendar year 2002 and beyond) is not taken during the current calendar year, it will be added to the employee's accumulated sick leave hours up to but not above the maximum accumulation of 1,440 hours for employees assigned to 24-hour shifts and 960 hours for employees assigned to 8-hour shifts. Any additional sick leave bonus time will be forfeited if not used in the current year.

(d) Miscellaneous. It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is reasonably suspected of abuse, or if the employee has prolonged and/or frequent absences, to take reasonable corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls (for employees suspected of abuse, including employees who are frequently absent), and/or, where appropriate, taking disciplinary action, including dismissal, subject to the provisions of Article XX.

Sick leave may not be used for absence due to a work-related injury for which compensation is provided under the Worker's Compensation Act. If an employee's illness or injury exceeds the amount of available sick leave, the employee may elect to use earned but unused paid time off, or be placed on leave without pay in accordance with Section 4.1 above.

(e) Emergency Leave. Employees who were employed prior to December 31, 1982 and who had accumulated emergency leave as of December 31 will retain such emergency leave but no additional emergency leave shall be earned after December 31, 1982. Such employees who still have accumulated and unused emergency leave may use such leave for the same

reasons, and subject to the same conditions, as set forth herein for sick leave as long as there is a reasonable likelihood that the employee will return to work; provided, however, that the first 24 hours must be charged to sick leave before emergency leave may be used. Emergency leave shall not be used and shall not be granted for injuries or illness resulting from gainful employment, including gainful self-employment, in any other business, position, or occupation.

Section 4.3. Funeral Leave. In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) days (one duty day for 24-hour personnel) leave of absence without loss of pay. Requests for extensions of two work days (one duty day for 24-hour personnel) shall not be unreasonably denied, but any such days shall be charged to sick leave, emergency leave, and any other accrued leave time in that order. Immediate family for the purposes of this section shall mean the employee's spouse, children (including step children), grandchildren, son-in-law, daughter-in-law, parents (including step parents), grandparents, father-in-law, mother-in-law, brothers and sisters (including step brother and step sister), brother-in-law, and sister-in-law.

If an employee is notified of the death of the employee's spouse, parent (including step parent) or child (including step child) during his work day, the employee shall be relieved from duty with pay upon request as soon as possible and the portion of such work day that the employee is relieved shall not count as one of the leave of absence day(s) provided above.

Section 4.4. Jury/Witness Leave. An employee who is required to report for jury duty, or who is required to attend attorney interviews, give depositions or testify with respect to lawsuits which the Village institutes or which arise out of the employee's employment by the Village (excluding an employee's participation in such activities at the request of the Union) shall be excused from work without loss of pay for the period of time which he is required to be

away from work and during which he would have otherwise been scheduled to work. If an employee is required to participate in such activities during off-duty hours (excluding jury duty and an employee's participation in such activities at the request of the Union), the employee shall be paid the applicable hourly rate of pay for all such off-duty hours of required participation (including reasonable and necessary travel time), with a minimum of two hours pay, plus parking fees, if any, and mileage expenses; any fees paid by outside agencies for witness or subpoena fees (excluding jury duty) shall be returned to the Village by the employee, including the endorsement and return of any witness fee checks.

An employee shall immediately notify the Fire Chief if he is required to participate in a lawsuit which arises out of his employment by the Village. The Village retains the right to schedule the employee's participation during the employee's duty hours. If the Village does not exercise this right, the scheduling shall be done at the mutual convenience of the employee and the party requesting the employee's participation.

If an employee is subpoenaed to testify in lawsuits which do not arise out of the employee's employment by the Village or if the employee's participation in pretrial activities is needed in a lawsuit instituted by the Union, the employee shall be permitted to use accrued leave time, request an exchange of tours of duty, or take time off without pay.

If an employee is needed to testify in a lawsuit instituted by the Union, the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall not receive any compensation if he testifies during off-duty hours.

If an employee is subpoenaed at the request of the Fire Chief to testify in a hearing before the Board of Fire and Police Commissioners, the employee shall either be released from duty

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

Any compensation which the employee receives for jury duty or service or for responding to a subpoena shall not be subtracted from the employee's regular wages.

Section 4.5. Military Leave. Military leaves will be granted in accordance with applicable federal and state laws.

Section 4.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to (1) a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence as long as there is no significant expansion of such employment, (2) employment that is integrally related to the purpose of the approved leave, or (3) employment that has been approved in advance by the Fire Chief (such approval shall not be arbitrarily and unreasonably denied).

Section 4.7. Family and Medical Leave Act. In order to be in compliance with the Family and Medical Leave Act of 1993 ("FMLA") and applicable rules and regulations, the parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulations and are not inconsistent with the terms of this Agreement; provided,

however, that any requirement in the Village's FMLA policies that employees use other paid time off prior to being granted unpaid FMLA leave shall not be applied when the employee's illness involves a job-related injury covered by the Firefighters Disability Act.

ARTICLE V

SENIORITY, LAYOFF AND RECALL

Section 5.1. Definition of Seniority. Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn firefighter in the Fire Department of the Village uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the firefighters on the Fire and Police Commission hiring or promotional list, whichever is applicable, with the firefighter higher on the applicable list being the more senior. Where the term “seniority” is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 5.2. Probationary Period. All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of eighteen (18) months. During an employee’s probationary period the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employees may have separate and apart from this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

The probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time (i.e., day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four (4) weeks or more during the first eighteen (18) months of employment).

Section 5.3. Seniority List. On or before September 1 each year, the Village will provide the Union with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) calendar days after the Union's receipt of the list.

Section 5.4. Layoff. Employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.1-18).

Section 5.5. Recall. Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of receipt of the notice of recall, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 5.6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged (for just cause for an employee who has successfully completed the probationary period);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);

- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence;
- (f) is laid off and fails to report for work within twenty-one (21) calendar days after receipt of notice of recall;
- (g) does not perform work for the Village (except for military service, a work related injury compensable under workers' compensation, or a layoff) for a period in excess of eighteen (18) months;
- (h) is absent for three full work days without notifying the Fire Chief or his designee (applicable to 8 hour personnel); or
- (i) is absent for one full shift without notification and does not notify the Fire Chief or his designee prior to the start of the next regularly scheduled shift (applicable to 24 hour personnel).

Employees who establish that their absence under subsections (e) and (f) or their failure to notify under subsections (h) and (i) was due to circumstances beyond their control shall not be terminated under this Section.

Section 5.7. Interruption of Seniority. Seniority shall be interrupted in the event an employee is laid off, placed on a non-duty disability pension or is granted a leave of absence without pay. When an employee returns from a layoff, non-duty disability or an unpaid leave of absence, his seniority shall be his length of service up to the date of layoff or beginning of the unpaid leave of absence. Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee, is receiving workers compensation or disability pension benefits for a work related injury.

ARTICLE VI
SALARIES AND OTHER COMPENSATION

Section 6.1. Salaries. Employees covered by this Agreement shall be paid on the basis of the following salary schedule as of the applicable effective date:

FIREFIGHTERS -- EFFECTIVE MAY 1, 2010		LIEUTENANTS -- EFFECTIVE MAY 1, 2010	
Step	Annual Salary	Step	Annual Salary
A	\$56,429	A	\$66,940
B	\$59,259	B	\$70,296
C	\$62,303	C	\$73,801
D	\$65,403	D	\$77,518
E	\$68,714	E	\$81,371
F	\$72,157	F	\$85,428
F+	\$74,714	F+	\$88,406

The foregoing salary schedule reflects an across-the-board salary adjustment of 2.0% effective May 1, 2010.

FIREFIGHTERS -- EFFECTIVE NOVEMBER 1, 2010		LIEUTENANTS -- EFFECTIVE NOVEMBER 1, 2010	
Step	Annual Salary	Step	Annual Salary
A	\$56,993	A	\$67,609
B	\$59,852	B	\$70,999
C	\$62,926	C	\$74,539
D	\$66,057	D	\$78,293
E	\$69,401	E	\$82,185
F	\$72,879	F	\$86,282
F+	\$75,461	F+	\$89,290

The foregoing salary schedule reflects an across-the-board equity adjustment of 1.0% effective November 1, 2010.

FIREFIGHTERS -- EFFECTIVE MAY 1, 2011		LIEUTENANTS -- EFFECTIVE MAY 1, 2011	
Step	Annual Salary	Step	Annual Salary
A	\$58,133	A	\$68,961
B	\$61,049	B	\$72,419
C	\$64,185	C	\$76,030
D	\$67,378	D	\$79,859
E	\$70,789	E	\$83,829
F	\$74,337	F	\$88,008
F+	\$76,970	F+	\$91,076

The foregoing salary schedule reflects an across-the-board salary adjustment of 2.0% effective May 1, 2011.

FIREFIGHTERS -- EFFECTIVE NOVEMBER 1, 2011		LIEUTENANTS -- EFFECTIVE NOVEMBER 1, 2011	
Step	Annual Salary	Step	Annual Salary
A	\$58,714	A	\$69,651
B	\$61,659	B	\$73,143
C	\$64,827	C	\$76,790
D	\$68,052	D	\$80,658
E	\$71,497	E	\$84,667
F	\$75,080	F	\$88,888
F+	\$77,740	F+	\$91,987

The foregoing salary schedule reflects an across-the-board equity adjustment of 1.0% effective November 1, 2011.

FIREFIGHTERS -- EFFECTIVE MAY 1, 2012		LIEUTENANTS -- EFFECTIVE MAY 1, 2012	
Step	Annual Salary	Step	Annual Salary
A	\$59,888	A	\$71,044
B	\$62,892	B	\$74,606
C	\$66,124	C	\$78,326
D	\$69,413	D	\$82,271
E	\$72,927	E	\$86,360
F	\$76,582	F	\$90,666
F+	\$79,295	F+	\$93,827

The foregoing salary schedule reflects an across-the-board salary adjustment of 2.0% effective May 1, 2012.

FIREFIGHTERS -- EFFECTIVE NOVEMBER 1, 2012		LIEUTENANTS -- EFFECTIVE NOVEMBER 1, 2012	
Step	Annual Salary	Step	Annual Salary
A	\$60,487	A	\$71,754
B	\$63,521	B	\$75,352
C	\$66,785	C	\$79,109
D	\$70,107	D	\$83,094
E	\$73,656	E	\$87,224
F	\$77,348	F	\$91,573
F+	\$80,088	F+	\$94,765

The foregoing salary schedule reflects an across-the-board equity adjustment of 1.0% effective November 1, 2012.

FIREFIGHTERS -- EFFECTIVE MAY 1, 2013		LIEUTENANTS -- EFFECTIVE MAY 1, 2013	
Step	Annual Salary	Step	Annual Salary
A	\$61,697	A	\$73,189
B	\$64,791	B	\$76,859
C	\$68,121	C	\$80,691
D	\$71,509	D	\$84,756
E	\$75,129	E	\$88,968
F	\$78,895	F	\$93,404
F+	\$81,690	F+	\$96,660

The foregoing salary schedule reflects an across-the-board salary adjustment of 2.0% effective May 1, 2013.

FIREFIGHTERS -- EFFECTIVE NOVEMBER 1, 2013		LIEUTENANTS -- EFFECTIVE NOVEMBER 1, 2013	
Step	Annual Salary	Step	Annual Salary
A	\$62,314	A	\$73,921
B	\$65,439	B	\$77,628
C	\$68,802	C	\$81,498
D	\$72,224	D	\$85,604
E	\$75,880	E	\$89,858
F	\$79,684	F	\$94,338
F+	\$82,507	F+	\$97,627

The foregoing salary schedule reflects an across-the-board equity adjustment of 1.0% effective November 1, 2013.

FIREFIGHTERS -- EFFECTIVE MAY 1, 2014		LIEUTENANTS -- EFFECTIVE MAY 1, 2014	
Step	Annual Salary	Step	Annual Salary
A	\$63,872	A	\$75,769
B	\$67,075	B	\$79,569
C	\$70,522	C	\$83,535
D	\$74,030	D	\$87,744
E	\$77,777	E	\$92,104
F	\$81,676	F	\$96,696
F+	\$84,570	F+	\$100,068

The foregoing salary schedule reflects an overall across-the-board salary adjustment of 2.5%, of which 0.5% is an equity adjustment, effective May 1, 2014.

The foregoing salary increases shall be retroactive to the respective effective dates (e.g., the salary increase effective May 1, 2010 shall be retroactive to May 1, 2010, the salary increase effective November 1, 2010 shall be retroactive to November 1, 2010, etc.) for employees still on the active payroll on the date Arbitrator Benn issued his interest arbitration award [i.e., March 31, 2014], provided that any employee who retired after May 1, 2010 but before the date Arbitrator Benn issues his interest arbitration award shall also be eligible to receive retroactive pay based on the hours worked between May 1, 2010 and the date of retirement.

Section 6.2. Step Increases. Advancement from Step A to Step B and from Step B to Step C shall be at six month intervals; advancement from Step C or higher to the next higher step up to Step F shall be at yearly intervals. To be eligible for such step advancement the employee must meet departmental standards during the prior year evaluation period. An employee shall be eligible to advance to Step F+ only upon completing at least one year at Step F and after being approved by the Fire Chief for Step F+ based on sustained above average performance during the prior evaluation period. Receipt of Step F+ does not guarantee that the employee will remain at Step F+.

Upon request, an employee shall be provided with a copy of all written evaluations relied on by the Fire Chief in determining whether or not an employee should advance to, or remain in, Step C or higher, including Step F+. In addition, if an otherwise eligible employee is denied a step increase, including denial of, or removal from, Step F+, the Fire Chief shall, upon the employee's request, provide the employee with a written statement of the reason(s) for the denial or removal. If a non-probationary employee alleges that he has been arbitrarily and unreasonably denied a step advancement, including Step F+, such employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 6.3. Longevity Pay. Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive monthly longevity pay in accordance with the following schedule:

<u>Years of Continuous Unbroken Completed Service</u>	<u>Monthly Amount</u>
8 years but less than 15 years	\$58.33
15 years but less than 20 years	\$83.33
20 years but less than 25 years	\$108.33
25 years or more	\$133.33

Effective May 1, 2011, and retroactive to said date, employees on the active payroll with the Village in a position covered by this agreement shall receive monthly longevity pay in accordance with the following schedule:

<u>Years of Continuous Unbroken Completed Service</u>	<u>Monthly Amount</u>
8 years but less than 15 years	\$66.66
15 years but less than 20 years	\$91.66
20 years but less than 25 years	\$116.66
25 years or more	\$145.83

For the purposes of this Section, an employee's absence which does not result in the termination of the employment relationship shall not affect an employee's eligibility to receive longevity pay upon an employee's return to work. In such a situation, the employee upon his return to work shall be credited with the number of years and months of service that he had immediately prior to going on leave, provided an employee shall continue to accumulate service credit while off from work due to an absence covered by the Worker's Compensation Act.

Section 6.4. EMT-P Stipend. An employee who is certified and functioning as a EMT-P shall receive a stipend per fiscal year (pro rata if less than a year) on the basis of the following:

Effective May 1, 2010 -- \$4,150

Effective May 1, 2011 -- \$4,250

Effective May 1, 2012 -- \$4,400

The foregoing increases in the EMT-P stipend shall be retroactive to the respective effective date.

Section 6.5. Eligibility of Lieutenants for EMT-P Stipend. Any bargaining unit employee who is promoted to lieutenant on or after August 1, 1992, shall not receive the EMT-P stipend specified in Section 6.4 above unless assigned by the Fire Chief to actively serve and function as a paramedic on an advanced life support unit. Notwithstanding the provisions of Article XI, Section 11.5, if a firefighter paramedic is promoted to Lieutenant and is not assigned to serve and function as a paramedic on an advanced life support unit, said Lieutenant may maintain his paramedic certification under the same provisions (i.e., Article XI, Section 11.6) applicable to firefighter paramedics who are required to maintain EMT-P certification.

Any bargaining unit lieutenant who was a paramedic as of August 1, 1992, shall continue to receive the EMT-P stipend that was in effect during the parties' 1990-92 collective bargaining agreement (i.e., \$1,150) for as long as said lieutenant maintains his paramedic certification; provided, however, if any such lieutenant is assigned by the Fire Chief to actively serve and function as a paramedic on an advanced life support unit, he shall receive the EMT-P stipend specified in Section 6.4 above.

ARTICLE VII

HOLIDAYS FOR PERSONNEL ASSIGNED TO 8-HOUR SHIFTS

Section 7.1. Designation of Holidays. The following days shall be observed as holidays without loss of pay for employees who are assigned to work 8 hours per day, 40 hours per week:

- | | |
|-----------------------------|------------------------|
| President's Day | Thanksgiving Day |
| Memorial Day (day observed) | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | New Year's Day |

If the day on which one of the foregoing holidays is observed falls on a Sunday, the following Monday shall be observed as the holiday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In addition to the foregoing holidays, if the Village Hall is closed and Village employees are given the day or part of a day off with pay, employees covered by this Agreement who are assigned to work eight hours per day, 40 hours per week, shall receive the same amount of time off with pay.

In addition, employees who are assigned to work eight hours per day, 40 hours per week, shall receive three floating holidays per calendar year. Floating holidays shall be scheduled at the mutual convenience of the employee and the Fire Chief or his designee, provided that the Fire Chief or his designee shall not arbitrarily and unreasonably withhold approval.

Section 7.2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or excusable absence is established to the reasonable satisfaction of the Fire Chief or his designee.

Section 7.3. Pay for Holiday Work. If an employee who works 8-hour shifts is assigned to work on one of the foregoing days observed by the Village as a holiday, the employee shall be paid his regular straight-time hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 7.2, his regular pay for the day in question.

ARTICLE VIII

VACATIONS

Section 8.1. Amount of Vacation and Application.

(a) Amount of Vacation.

Employees assigned to 24-hour shifts shall be eligible for annual paid vacation based upon their years of continuous service. The employee's anniversary date shall be the basis of determining the number of completed years of service as follows:

<u>Completed Years of Service</u>	<u>Annual Accrual</u>
1st year to 5th anniversary	7-24 hour shifts
6th year to 12th anniversary	9-24 hour shifts
13th year to 18th anniversary	11-24 hour shifts
19th year to 23rd anniversary	14-24 hour shifts
24th year and over	16-24 hour shifts

The number of 24-hour shifts of vacation set forth above are, in part, in lieu of two (2) holidays for employees assigned to 24-hour shifts.

Vacation earned during the first year of service shall be scheduled and taken during the calendar year in which that anniversary falls. Similarly, vacation earned in the second, and each subsequent, year of service shall likewise be scheduled and taken during the calendar year in which the anniversary date falls.

Employees assigned to 40-hour work weeks shall accrue vacation as of their anniversary date of employment in any year in accordance with the accrual rates established by past practice.

(b) Vacation Application. In accordance with existing practice and for ease of scheduling, an employee who shall be eligible, as of his/her next anniversary date, for additional vacation days (based on completed years) shall schedule those additional vacation days in accordance with the said anniversary date of the calendar year. In other words, an employee who

will reach his 6th, 13th, 19th, or 24th anniversary in a calendar year may schedule 9, 11, 14, or 16 furlough days, respectively, when selecting furlough for that calendar year.

However, if the employee terminates prior to his anniversary date and has taken more vacation time off than earned during that year, such unearned vacation time taken off is owed the department and shall be reimbursed to the department.

Section 8.2. Vacation Eligibility. In order to be eligible for a full paid vacation, an employee who, as of his anniversary day of employment, has been continuously employed in a position covered by this Agreement, must be paid for at least 2,300 hours during the preceding anniversary year of employment; provided, however, the eligibility requirement for employees who are scheduled to work on the basis of 40 hours per week shall be 1,800 hours. If an employee is paid for less than 2,300 hours or 1,800 hours, whichever is applicable, during the preceding anniversary year of employment, the employee shall receive a pro rata paid vacation, with the number of shifts of paid vacation rounded to the nearest whole number. Example: An employee, assigned to a 24-hour shift with 22 years of continuous service, is paid for 1,250 hours during the preceding year of employment, shall receive eight (8) 24-hour shifts of paid vacation.

Section 8.3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay (including longevity pay, if any) in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 8.4. Limitation on Accumulation of Vacation. Earned vacation shall normally be taken within one year after it is earned. Earned vacation may not be accumulated from one year to another unless reasonably authorized in writing by the Fire Chief. Under no circumstances may more than two years' vacation be accumulated.

Section 8.5. Pay for Earned But Unused Vacation Upon Termination. If at time of termination an employee has earned but unused vacation time, calculated through his last full payroll period, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. Employees with less than 12 months of continuous service at termination shall not receive any vacation pay. Except as provided in this section, there shall be no salary payment made in lieu of vacation. Other than an employee's death, the provisions of this section shall not be applicable to an employee's retirement that is covered by any of the provisions of Section 8.6 below.

Section 8.6. Retirement Vacation Allowance. An employee with at least twenty (20) or more years of continuous full-time service at time of retirement and who notifies the Fire Chief in writing at least one month in advance of the last date of work prior to retirement shall be entitled during his last year of employment to an extra one-half shift (i.e., 12 hours) of vacation for each full year of employment for employees assigned to 24-hour shifts and an extra 8-hour shift of vacation for each full year of employment for employees assigned to 8 hour shifts. The employee shall receive a payout for this extra vacation time (RVA) in a lump sum that is deposited into the employee's Post Employment Health Plan in accordance with Section 12.29.

ARTICLE IX

SCHEDULING OF FURLOUGHS AND FLOATING HOLIDAYS

Section 9.1. Furlough and Floating Holiday Picks for Fire Suppression Employees.

Furlough and floating holiday picks shall be made between October 1 and December 1 for the following calendar year, starting with the most senior employee. All furlough picks shall be in increments of at least one duty day. Floating holiday picks shall be selected in the same manner separately from furlough picks after all furlough picks are completed.

Four (4) slots per duty day shall be allotted for both furlough and floating holiday picks. In addition and in lieu of the SLBD Memorandum of Agreement, in order to accommodate all earned furlough and floating holiday picks during the term of the contract that is the successor to the parties' 2002-2006 collective bargaining agreement, beginning with calendar year 2008, five additional slots per month per shift (i.e., a fifth slot) shall be made available for both furlough and floating holiday picks during the months of January through April and September through December.

Not more than three (3) bargaining unit lieutenants may be on furlough, a floating holiday or scheduled off on a Kelly day at the same time. Accordingly, the number of furlough picks that may be picked by bargaining unit lieutenants is dependent upon the number of furlough days that have already been picked by bargaining unit lieutenants. Example: If only one bargaining unit lieutenant has picked a furlough day on a given duty day and another bargaining unit lieutenant is scheduled off on a Kelly day, there would be only one remaining furlough pick available for that duty day for bargaining unit lieutenants on that shift.

Section 9.2. Furlough for Eight-Hour Employees. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference

being made on the basis of an employee's length of continuous service with the Department. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is reserved to the reasonable judgment of the Fire Chief in order to insure the orderly performance of the services provided by the Village and to have vacations scheduled as evenly as possible throughout the year.

Section 9.3. Floating Holidays for Personnel Assigned to 24-Hour Shifts.

Employees assigned to 24-hour shifts shall earn three (3) floating holidays per calendar year, i.e., one for every four (4) full months of service, subject to the following:

1. Probationary employees must complete four (4) full months of service before becoming eligible to receive one (1) floating holiday, i.e., January through April, May through August, or September through December. Example: A probationary employee hired on March 15 must work the full four (4) month period May through August before becoming eligible to receive one (1) floating holiday.
2. A non-probationary employee whose employment is terminated either voluntarily or involuntarily is eligible to receive a floating holiday if he/she actually works at least one full day in the four (4) month period as defined above. Example: A non-probationary employee whose employment is terminated on May 5 and who actually worked one (1) full shift between May 1 and May 5 will receive one (1) floating holiday for the May-August period.

Floating holidays shall be picked after all furlough picks as provided in Section 9.1 above. Within the same shift, furlough days and floaters, once they have been picked, and Kelly days once they have been assigned, may be traded one for another, subject to the approval of the Fire Chief or his designee, provided that such requests shall not be arbitrarily and unreasonably denied. While any such approved trades shall be considered duty trades for purposes of FLSA, they shall not be considered duty trades for purposes of Section 9.5 of this Agreement. Since the three (3) floating holidays per calendar year are scheduled by employees for the following year before they have actually earned them, if an employee has scheduled and taken more floating holidays in a calendar year than he/she has earned as of the date of his/her termination, the

employee shall reimburse the Village for each unearned floating holiday that was scheduled and taken prior to termination by means of a deduction from the employee's final paycheck, or if the employee's final paycheck is insufficient, by paying the amount owed to the Village. Example: If a non-probationary employee whose termination date is June 30 has taken three (3) floating holidays between January 1 and June 30, the employee shall reimburse the Village for two (2) floating holidays.

Except for a probationary employee who earns a floating holiday for the four (4) full month period September through December, all floating holidays must be used by the end the calendar year and cannot be carried forward to the next calendar year. Except as provided in Section 12.29 (Retiree Separation Benefits), no cash payment shall be paid for any floating holidays earned during a calendar year that have not been used by the end of that calendar year.

If an employee is on paid sick leave and the period of the sick leave includes a shift previously scheduled as a floating holiday, it shall be taken as a floating holiday and the employee will not be charged for use of sick leave hours for the shift in question.

Section 9.4. Furlough Picks for Terminated or Transferred Employees. If an employee is transferred within the Skokie Fire Department, retires, is placed on disability retirement, or his employment is otherwise terminated after the employee has made his furlough picks but before he has used such picks, the furlough picks thus opened up shall be immediately posted for bid. The least senior employee who requests such picks shall be permitted to exchange such picks to the extent that such employee has unused furlough picks. If there are still additional picks, the next least senior employee who requests such picks shall have the right to the picks and so on until all the vacated picks are taken. Under this Section any employee who has an opportunity to exchange furlough picks shall not again be offered any opportunity to

exchange furlough picks during the same calendar year unless all employees have declined the opportunity.

Section 9.5. Duty Trades. Duty trades shall be permitted only when a voluntary request for such change or trade is submitted on the proper form and approved by the Fire Chief or his designee, provided that such a request shall not be arbitrarily and unreasonably denied. Absent bona fide extenuating circumstances that preclude such advance notice, such requests must be submitted and approved a minimum of two (2) duty days prior to the day of the requested change or trade. All approved duty trades must be paid back before the effective date of an employee's promotion or assignment to a position not covered by this Agreement.

For purposes of this section, the two duty days will be counted from the date the request is received at Headquarters. Also, duty trade requests received at Headquarters, during working hours, on the second duty day prior to the requested day will be counted as one duty day. In other words, if the duty trade request is for the 7th, a duty trade request received at Headquarters on the 1st, during working hours, will be considered as meeting the minimum "two (2) duty days prior" requirement.

If, because of extenuating circumstances, an employee cannot submit the duty trade request within the required time frame, verbal permission must be sought, through the chain of command. This will allow sufficient time to get the duty trade, if approved, into the daily manpower book.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 10.1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle.

Section 10.2. Normal Work Day and Work Week. The normal work day and work week for fire suppression employees shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). A Kelly Day (i.e., what would otherwise be a 24-hour duty day) shall be scheduled off every eighteen (18) duty days, thereby reducing the normal work week to an average of 52.88 hours.

The normal work day and work week for employees assigned to the Fire Prevention Bureau shall be 40 hours based on five 8-hour shifts Monday through Friday.

Section 10.3. Normal Work Cycle. The normal work cycle for employees assigned to 24-hour shifts shall be 27 days. For FLSA purposes, each employee's work cycle shall be established so that the employee's Kelly day (i.e., every 18th shift) starts at 8 p.m. on the shift of the 27th day of his work cycle and ends at 8 p.m. on the first day of the succeeding work cycle. If the shift starting time is changed, the employee's work cycle for FLSA purposes shall be adjusted accordingly.

The normal work cycle for employees assigned to 8-hour shifts shall be 28 days.

Section 10.4. Changes in Normal Work Day, Normal Work Week, or Normal Cycle.

(a) Fire Prevention Bureau. Subject to Sections 10.2 and 10.3 above, should it be necessary in the Village's judgment to establish individual schedules for employees assigned to the Fire Prevention Bureau departing from the normal work day, normal work week, or the

normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours' advance notice of such change to all employees whose normal work day, normal work week, and/or normal work cycle is changed. Employees shall not be required to alter their normally scheduled hours of work without their consent in order to prevent such employees from being eligible for overtime pay. Notwithstanding the foregoing, flextime work schedules for employees assigned to the Fire Prevention Bureau shall be subject to the mutual agreement of the employee and the Fire Chief or his designee.

(b) Fire Suppression Employees. Subject to Sections 10.2 and 10.3 above, should it be necessary for bona fide operational reasons (e.g., shift transfers from one 24-hour shift to another 24-hour shift, transfer of a lieutenant to the Fire Prevention Bureau, or changes in the starting times of 24-hour shifts, etc.) to change an employee's current shift assignment or shift starting time, the Village shall give at least 24 hours' advance notice of such change to any affected employee(s). Except where an employee is temporarily assigned to a forty (40) hour work week for schooling or light duty, fire suppression employees' assignment to a 24-hour shift shall not be either altered in order to prevent such employees from being eligible for overtime pay or scheduled on the basis of a normal shift schedule that departs from the standard of 24 hours on and 48 hours off specified in Section 10.2 above.

Section 10.5. Overtime Pay.

(a) Regular Overtime Pay. Employees except those assigned to the Fire Prevention Bureau shall be paid one and one-half times their regular straight time hourly rate of pay for all hours worked, including any hours in required attendance at departmental meetings, in excess of their regularly scheduled 24-hour shifts.

(b) Overtime Pay for Required Training. Employees who are mandatorily required to attend training sessions during their off duty hours shall be paid one and one-half times their regular straight time hourly rate of pay for all hours of actual attendance at such training sessions (excluding travel time) in excess of their regularly scheduled 24-hour shifts. Voluntary training during off duty hours for activities approved by the Fire Chief may be considered compensable hours of work for the purposes of this Agreement if authorized in writing by the Fire Chief; if not so authorized, voluntary training during off duty hours shall not be considered compensable hours of work for the purposes of this Agreement.

(c) Overtime Pay for Employees Assigned to the Fire Prevention Bureau. Employees assigned to the Fire Prevention Bureau shall be paid one and one-half times their regular straight time hourly rate of pay (computed on the basis of 2,080 annual hours of work) for all hours worked in excess of one hundred sixty (160) in their 28-day work cycle as part of their assigned Fire Prevention Bureau duties and responsibilities. For purposes of this section only, all hours that an employee receives pay for as a Fire Prevention Bureau employee shall be counted in determining eligibility for overtime pay.

Employees who are assigned to the Fire Prevention Bureau who are hired back to perform fire suppression work during their off duty hours shall be paid one and one-half times the regular straight time hourly rate of pay for lieutenants assigned to 24-hour shifts computed in accordance with the provisions of Section 10.7 of this Article.

Section 10.6. Callbacks. For callbacks, there shall be a guarantee of two hours' pay or work at time and one-half.

Section 10.7. Computation of Straight Time Hourly Rate of Pay. The straight-time hourly rate of pay for employees shall be calculated by dividing the employee's annual base

salary by the annual hours of work. The annual hours of work for employees assigned to 8-hour shifts shall be 2,080. The annual hours of work for employees assigned to 24-hour shifts shall be 2,750 hours (2,650 hours, effective May 1, 2007).

Section 10.8. Distribution of Hirebacks and Callbacks. Except in emergency circumstances where it is not feasible to use the existing procedures, the opportunity to work hirebacks and callbacks shall be in accordance with the procedures in effect at the time this Agreement is ratified by both parties. Nothing in this Agreement shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift (e.g., an ambulance run). If any employee establishes that he has not received his appropriate share of hireback and/or callback opportunities, such employee shall have first preference to future hireback and/or callback opportunities, whichever is applicable, until reasonable balance is recreated.

Section 10.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, provided that the employee shall be paid under the applicable provision which provides the highest compensation.

ARTICLE XI

EMERGENCY MEDICAL SERVICES

Section 11.1. Condition of Employment. All employees hired on or after May 1, 1987, and all existing employees who were prior to May 1, 1987 directed to obtain and thereafter maintain EMT-Paramedic (EMT-P) licensure, shall maintain their EMT-P licensure as a condition of employment unless the Fire Chief grants written permission to an employee to decertify as an EMT-P, or the employee opts out pursuant to the provisions of Section 11.3 below. All new employees shall be directed by the Fire Chief within five (5) years after their initial date of employment to obtain and thereafter maintain EMT-P licensure unless the Fire Chief grants written permission to an employee to cease functioning as an EMT-P.

The Department may require employees employed as of May 1, 1987, who are not governed by the above requirement to study courses and/or take classes for obtaining/maintaining status as an Emergency Medical Technician-Basic (EMT-B). Such employees shall not be subject to discipline or discharge if they fail to obtain/maintain EMT-B status provided they make a good faith effort to obtain/maintain their licensure as an EMT-B.

Section 11.2. Good Faith Effort. Employees shall make a good faith effort to obtain and maintain their licensure as EMT-P or EMT-B. An employee's failure to make, in the Fire Chief's judgment, a good faith effort to obtain or maintain their EMT-B or EMT-P licensure shall constitute cause for termination, subject to the provisions of Article XX. If an employee believes that the Fire Chief's determination that the employee has not made a good faith effort to obtain/maintain licensure as an EMT-B or as an EMT-P is arbitrary and unreasonable, the employee may file a grievance over this issue in accordance with Article XIII of this Agreement.

An employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain EMT-B or EMT-P licensure, shall be given one

additional opportunity in the area(s) of deficiency or failure only (provided one of the resource hospitals which the Department has used in the past accepts the employee for such training), and/or retake examinations the number of times authorized by law (provided the appropriate representative of the applicable resource hospital has approved the retaking of the examination). If such employee obtains or retains licensure as an EMT-B or EMT-P, the Village will refund to the employee upon submission of appropriate receipts evidencing payment for the direct costs for the retraining, such as tuition, fees, books, etc., provided that expenses for mileage and meals shall not be reimbursed.

Time spent in such retraining outside the employee's regularly scheduled hours of work shall not be considered compensable time for any purpose. An employee's failure to obtain or maintain licensure as an EMT-B or EMT-P, whichever is applicable, after being given one additional opportunity shall constitute cause for termination, such to the provisions of Article XX.

Section 11.3. Opt Out Provisions if Number of EMT-P's Exceeds Number Established by the Fire Chief. The Fire Chief shall establish the number (currently 45) of bargaining unit employees assigned to shift work who must maintain current EMT-P licensure and shall have the right to reasonably revise said number from time to time. The Fire Chief shall advise the Union President of the number of employees who must maintain current EMT-P licensure and of any revision of such number. Action by the Fire Chief to increase the existing number of ALS units or to change the assignments of existing ALS units that significantly impacts the work load of EMT-P's shall be considered in reviewing the reasonableness of the fire Chief's determination of the number of bargaining unit employees assigned to shift work who must maintain current EMT-P licensure or his decision to revise such number. If the

number of employees who have EMT-P licensure exceeds the number that the Chief has established, employees up to the number in excess of the number established by the Chief shall have the right to be relieved of the requirement that they maintain their EMT-P licensure, subject to the following:

- A. As of May 1, 1999, employees completing school and receiving licensure with identical dates shall be placed on the EMT-P seniority list following Department seniority.
- B. Employees shall notify the Fire Chief in writing of their desire to decertify, provided they have been licensed and functioning as EMT-P's for at least four (4) years with the Skokie Fire Department.
- C. If the number of employees who request to decertify would result in the number of EMT-P's dropping below the number established by the Fire Chief, preference shall be given to employees who have the greatest period of service as EMT-P's with the Skokie Fire Department.
- D. Subject to the provisions of Section 11.3.1 above, in the event the Fire Chief exercises his rights under Section 11.4 of this Article, EMT-P's who have the greatest amount of service as an EMT-P in the Skokie Fire Department shall have priority to remain as EMT-P's.
- E. Employees shall maintain a minimum of EMT-B licensure.

Section 11.4. Mandatory Change of EMS Status. Should the number of employees who have EMT-P licensure exceed by five (5) the number the Fire Chief has established, the Fire Chief, per Article XI, Section 11.3, may order employees to cease functioning as an EMT-P with the Skokie Fire Department, thereby forfeiting any additional compensation the employee would otherwise receive under Article VI, Section 6.4, for having an EMT-P licensure, provided that the number of bargaining unit employees assigned to shift work who are EMT-P's shall not be less than the number established by the Fire Chief. If the Fire Chief exercises his right to order employees to cease functioning as an EMT-P pursuant to this section, EMT-P's shall be ordered to cease functioning as EMT-P in the reverse order of their service as EMT-P with the Skokie Fire Department, provided they have been licensed and functioning as EMT-P's with the Skokie

Fire Department for at least four (4) years. The employee shall maintain a minimum of EMT-B licensure.

Section 11.5. Arrangements for EMT-P Training. The Village shall make appropriate arrangements for employees to undertake the necessary courses of study, practical experience, and other prerequisites to obtaining and/or maintaining certification, including paying the direct cost for the training in accordance with present practice, except as provided in Section 11.2 above concerning retraining.

Except as provided in Section 11.2 above, any EMT-P training which occurs outside the employee's regularly scheduled hours of work shall be compensated at one and one-half times the employee's regular hourly rate of pay.

In addition, the necessary continuing education hours needed to maintain licensure, if they occur outside the employee's regularly scheduled hours of work, shall be compensated at one and one-half times the employee's regular hourly rate of pay. Any clinical hours above the required hours mandated by St. Francis Hospital, that occur outside the employee's regularly scheduled hours of work, shall not be considered compensable time for any purpose. The Department shall provide EMT-P's annually with a reasonable opportunity to obtain the necessary continuing education hours needed to maintain licensure during their regularly scheduled hours of work.

Section 11.6. EMT-P Preceptors. The preceptor position is a voluntary position providing EMS field training to, but not limited to, intern EMT-P's during their licensing process, EMT-P students, EMT-B students, and other department licensed EMT-P's and EMT-B's. Preceptors also participate with instruction of various forms of EMS continuing education programs.

If there is an insufficient number of volunteer preceptors, EMT-P's who meet the following criteria may be assigned for a term of one (1) year with a minimum of one year between assignments.

- A. At least one (1) year experience as a licensed EMT-P for the Skokie Fire Department and the St. Francis EMS System, or alternative experience as approved by the St. Francis EMS Director.
- B. Possess a sound knowledge of EMS theory and skills, and the ability to instruct and guide.
- C. Have no previous sustained complaints of misconduct or malpractice in the EMT-P's personnel file within the past 12 months.
- D. Maintain current good standing with the department, EMT-P continuing education requirements, and any and all EMS quizzes and examinations.
- E. Endorsement and unanimous agreement of the department Chief, department EMS Coordinator, EMS System Coordinator, and EMS System Director.
- F. Temporary assignments due to preceptor absence shall be made in accordance with this Section. If this temporary assignment is greater than 50% of the student's internship, the temporarily assigned preceptor is credited with one (1) year service. Conversely, the preceptor that vacated the position is immediately eligible for assignment.

Section 11.7. EMT-P Students. The EMT-P student shall be assigned to a minimum of one (1), preferably two (2) preceptors at the beginning of EMT-P schooling. It shall be the responsibility of the student to complete the course requirements as dictated in the St. Francis Student Manual.

Section 11.8. Special Circumstances. Both parties agree that certain special circumstances may arise, including the following:

- A. Student Not Completing/Passing the Class. If the student is not successful in passing or completing the class, then Article XI, Section 11.2 of the Agreement shall apply.

B. Student Not Passing Internship Phase.

- (1) Preceptor(s) must document on evaluation forms as to the areas in which the student is deficient. The student and EMS Coordinator shall be informed of deficiencies.
- (2) Preceptor(s) shall remediate the student and document with the EMS Coordinator that the student received such remediation.
- (3) If, in the opinion of the Fire Chief, preceptor(s), and the EMS Coordinator the student is not progressing, a request for extension from the student, EMS Coordinator, and preceptor shall be forwarded to the EMS System Director. If a lack of improvement continues to be documented throughout extension period, then Article XI, Section 11.2 of the Agreement shall apply.

C. Students Requesting Internship Extension.

- (1) Must inform the preceptor and Department EMS Coordinator as soon as possible to request an extension.
- (2) Preceptor, student, Fire Chief, and EMS Coordinator shall meet and document reason for request of extension and submit a formal request to the EMS System Director.
- (3) If extension is granted by the EMS System Director, the student is then fully responsible for preparing himself/herself for the State of Illinois EMT-P exam. If the extension is not granted, then Article XI, Section 11.2 of the Agreement shall apply.

Section 11.9. Annual Continuing Education. It is the responsibility of the licensed EMT-P to obtain the mandated hours of annual continuing education. Failure to submit documentation of these hours to the EMS Coordinator prior to the last day of the year is cause for discipline as outlined in Article XX of this Agreement.

Section 11.10. Rotation. Where feasible, the department will attempt to provide for rotation between ambulance and fire suppression company assignments for firefighter/EMT-P's. Consistent with the need to provide the experience necessary for appropriate skill retention, the intent of such rotation is to reasonably distribute EMT-P assignments among qualified firefighter/EMT-P's. Efforts to provide for such rotation shall be contingent on daily staffing

needs. Firefighter/EMT-P's on restricted duty assignments and Lieutenants may not be subject to rotation.

Where feasible, requests to be permanently assigned to the ambulance will be honored, provided that no more than one-half of the ambulance crew personnel will be so assigned.

Section 11.11. Notice and Medical Treatment. If the EMS Coordinator or any other Fire Department supervisor is notified that an employee has provided emergency care or life support services to a patient who is suspected of having or has been diagnosed as having, a dangerous communicable or infectious disease, the employee shall be immediately notified. The costs for any and all related medical examination, diagnostic tests, or related treatments for the employee in question shall be borne by the Village.

Section 11.12. Probationary Firefighter EMT-P. Probationary firefighters hired with EMT-P licensure may maintain that licensure. The Department shall make every effort to assist the probationary firefighter in accruing the necessary continuing education hours available during the probationary firefighter's regularly scheduled hours of work. Continuing education hours accomplished during other "than regularly scheduled hours of work shall be compensated per Section 11.5 of this Article.

The probationary firefighter shall not be utilized as an EMT-P. Upon completion of the probationary firefighter's 12th month of the probationary period, the firefighter will then be assisted by the EMS Coordinator in obtaining the right to function in the St. Francis EMS System. Upon having successfully completed entry into the St. Francis EMS System, a minimum of a three (3) month Departmental EMS orientation period, and with final Department approval, the firefighter shall then be eligible to collect compensation under Article VI, Section 6.4, and EMT P Stipend.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 12.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the bargaining unit membership and signed by the authorized representatives thereof and may be amended by written mutual agreement of both parties. Each party warrants to the other to take all steps necessary to insure that the terms hereof are binding on themselves and their successors.

Section 12.3. Precedence of Agreement. If there is any conflict between the written provisions of this Agreement and the written provisions of any Village ordinance or the written provisions contained in the Village's Personnel Policy and Procedure Manual which may be in effect from time to time, the written terms of this Agreement shall take precedence.

Section 12.4. Fitness Examinations. Before an employee returns to duty from an extended leave of absence, or if the Village has reasonable cause to question the fitness of an employee for duty, the Village may require that the employee be examined at Village expense by a qualified and licensed physician and/or other appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave. Nothing herein shall preclude an employee from being examined by a qualified and licensed physician and/or other appropriate medical professional at his own expense. The Village agrees to reasonably accommodate an employee's medical/physical condition to the

extent, if any, that such accommodation is required by applicable law in a fire department context.

Section 12.5. Physical Fitness Program. In order to maintain and improve efficiency in the Fire Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established, provided that an employee has complied with the standard within the prescribed time. Before any such program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

The foregoing shall not be construed to either relieve an employee of his/her obligation to meet reasonable job-related physical fitness standards that may be established by the Village or interfere with the Village's right to terminate an employee who is unable to meet reasonable job-related physical fitness standards.

Section 12.6. Drug and Alcohol Testing. In order to help provide a safe work environment and to protect the public by insuring that firefighters have the physical stamina and emotional stability to perform their assigned duties, the Village may require employees to submit to a urinalysis test and/or other appropriate test up to four times per year per employee at a time and place designated by the Village. The Village will notify the Union President prior to implementing such random testing. If an employee tests positive in any such random test, the results shall not be sent to the Village, but rather the employee shall be advised confidentially to seek assistance through the Village's Employee Assistance Program (EAP). If the same

employee tests positive a second time, the test results shall be submitted to the Fire Chief for appropriate action.

The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing. Upon request, the Village shall provide any employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within 48 hours of the request.

The Village will require an employee to submit to urine and/or blood tests if the employee is involved in a vehicle accident where one or more of the following applies: a) if there is a fatality, b) if the driver (employee) receives a citation for a moving traffic violation arising out of the accident, c) if there are bodily injuries to any person requiring treatment at a medical facility, or d) if one or more motor vehicle incurs disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol (i.e., a blood alcohol concentration (BAC) of 0.04) or the consumption of alcohol while on duty, shall be cause for discipline, including termination, subject to the provisions of Article XX. All other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Employee Assistance Program and the Fire Department shall not be informed of any such request or any treatment that may be given.

Nothing in this Section shall be construed to prevent an employee from (1) asserting, or the Board of Fire and Police Commissioners or an arbitrator, whichever is applicable as per Article XX, from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding before the Board of Fire and Police Commissioners or an arbitrator, whichever is applicable as per Article XX, or (2) contesting any discipline that may be imposed under applicable federal or state discrimination laws.

Section 12.7. Uniforms and Equipment. Upon initial hire, employees covered by this

Agreement shall purchase the following initial issue of uniforms:

Uniforms

- 6 work pants
- 6 short sleeve shirts
(one-half of the above 2 items may be purchased
after completion of probationary period)
- 1 baseball-type cap
- 1 dress tie
- 1 dress belt
- 1 dress blouse and pants
- 1 dress hat
- 1 pair of dress shoes
- 1 pair of alternative style work shoes (employee's option)
- 4 T-shirts (employee's option)
- 1 V-neck sweat shirt
- 1 utility jacket
- 1 dress shirt
- 1 name plate
- 1 shorts

Effective with the Firefighter Eligibility List established after October 2002, upon initial hire, the

Village will pay for the initial issue of the following OSHA mandated equipment;

OSHA Equipment

- 1 bunker coat
- 1 helmet with eye shield
- 1 pair of bunker pants
- 1 pair of bunker boots
- 2 pair of work gloves
- 1 flashlight
- 1 Truckman's belt
- 1 Nomex hood

The Village will try to convince its vendors to extend the period of time that a new employee has to pay for the purchase of the above described initial issue of uniforms and equipment.

If an employee is transferred to a different assignment for which there are different uniform and/or equipment requirements, the employee will be provided with the required initial

issue of uniforms and/or equipment at Village expense to the extent that the employee has not already been issued such uniforms and/or equipment.

The Village shall provide at its expense to all bargaining unit employees, as well as all newly hired firefighters, an individual SCBA face piece and replace same if it becomes worn out or damaged as provided below.

Pursuant to its quartermaster system, the Village will replace required uniform and equipment items through vendors selected by the Village as they become worn out or damaged, provided that the employee must turn in worn out/damaged uniform and equipment items to his shift Captain and receive approval from his shift Captain to replace the item or items in question. If at all possible the vendor selected by the Village to replace uniform items will have a location reasonably close to the Village of Skokie. It is understood that equipment items may be appropriately repaired rather than replaced if it is reasonable to repair the item. If an employee does not purchase an optional item and the employee subsequently desires the item, the initial purchase shall be at the employee's expense; if the employee thereafter purchases the item and it is worn out/damaged, it will be replaced as provided above.

Any employee who does not turn in worn out/damaged uniform and equipment items shall be required to pay for the replacement; provided that if an employee is able to establish to the reasonable satisfaction of his shift Captain that a uniform or equipment item has been lost or stolen due to circumstances beyond the employee's reasonable control, the employee shall not be required to pay for the replacement.

The type, style, and/or color of uniforms and equipment shall be determined by the Fire Chief, provided that any substantive change or modification shall be first reviewed with the Uniform and Equipment Committee composed of two representatives named by the Union and

two representatives named by the Fire Chief, and the Fire Chief shall consider any recommendations that may be made by the Uniform and Equipment Committee. The Fire Chief and his designees may establish reasonable rules and policies concerning the use and wearing of uniforms and equipment.

The Uniforms and Equipment Committee will review and make recommendations on alternative styles of shoes that meet the Village's specifications. If the employee does not want the style of shoes supplied by the Village's primary vendor pursuant to the Village's specifications and the employee is unable to obtain or order an alternative pair of shoes as recommended by the Uniform and Equipment Committee and approved by the Fire Chief from the Village's primary vendor, the employee may purchase an alternative style of shoe and in such event the Village will reimburse the employee for the cost of such shoes up to the amount the Village would have paid its primary vendor for the style of shoes supplied by the primary vendor.

Section 12.8. Impasse Resolution. In the event the terms and conditions of a successor agreement cannot be resolved by negotiation, disputed items shall be resolved in accordance with the statutory impasse resolution procedure (IPLRA, ILCS 315/4), except that the parties agree that the variances from statutory impasse procedures expressly set forth in Appendix A shall be followed to resolve any impasse arising between the parties as to the terms and conditions of the successor agreement to this agreement. The parties' agreement to such variances in procedures as are set forth in Appendix A shall not be construed as in any way binding on either party to continue such procedures in any successor agreement.

Section 12.9. Disability Benefits. Employees who are injured on the job and who are eligible for Worker's Compensation will receive the following disability benefits:

- (a) For up to one year following the injury, the employee will receive 100% of gross wages.
- (b) Notwithstanding the above, if the injury occurs as a result of a voluntary, recreational/athletic activity, no disability benefit will be paid by the Village, unless such injury, contrary to any position that the Village might take, is ultimately held to be covered by Worker's Compensation.
- (c) Notwithstanding any other provision in this Agreement, no paid sick leave days will be accrued or earned while on a work related disability leave (i.e., off on Worker's Compensation) and no vacation days or floating holidays will be accrued or earned after the first year on disability leave.
- (d) If an employee is still incapacitated one (1) year following the date of the original work related injury/illness, the employee may continue to participate in the Village's group insurance plans (medical, dental and life) by prepaying the current full (100%) insurance premium rates. This participation can continue until the employee returns to work, Worker's Compensation payments cease or it is determined by the Skokie Fire Pension Board, based on appropriate medical documentation, that the employee is permanently incapacitated and therefore eligible for a disability pension. If it is determined that an employee is eligible to receive a disability pension, the pensioner can continue to participate in the Village's group insurance plan by prepaying the current full (100%) insurance premium rates, provided such participation has been uninterrupted.

Section 12.10. Light Duty. The Village may require an employee who is on sick leave, emergency leave, or Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave, emergency leave, or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not arbitrarily and unreasonably be denied, provided that the Village's physician has reasonably determined

that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Unless the employee consents to a different work schedule, the hours of work for an employee with a light duty assignment shall be eight (8) consecutive hours (including a one-half hour paid lunch period) between 7 a.m. and 7 p.m., Monday through Friday (unless the physician specifies a shorter workweek).

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to place the employee on disability leave.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists. If the number of available light duty assignment(s) is limited, preference shall be given to employees on Worker's Compensation leave.

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

Section 12.11. No Smoking. New employees and employees hired after January 6, 1986, shall not, as a condition of employment, smoke, chew or use tobacco in any form, either on or off the job. Use of tobacco in any form by employees who were hired prior to January 6, 1986, shall be limited to the apparatus floor or outdoors.

Section 12.12. Access to Personnel File. Upon reasonable request, an employee shall have the right to review the non-confidential documents in his personnel file, provided that no documents in an employee's file shall be marked or altered. An employee shall be notified when adverse material is placed in his personnel file and the employee shall have the right within 30 days thereafter to submit a response to any such adverse material. An employee may request that a copy of any of the non-confidential documents in his personnel file be copied. If such a request is made, the employee shall reimburse the Village for the reasonable cost of copying any such documents (not to exceed the charges the Village assesses for Freedom of Information Act requests). Nothing herein shall require the Village to collate or compile any information. Confidential documents in an employee's personnel file shall not be used against an employee in any disciplinary proceeding or with respect to levels of compensation, provided that confidential documents may be used in considering and in acting on promotions to the extent not prohibited by law.

Section 12.13. Subcontracting. No employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. Notwithstanding the foregoing, basic fire suppression work shall not be subcontracted, provided that this provision shall not be applicable to any mutual aid agreements that the Village has or may have with other fire departments or if there is a violation of Article XIV, Section 14.1, of this Agreement.

Section 12.14. Deferred Compensation. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Visits by representatives shall be arranged and scheduled in accordance with Village policy; provided, however, visits for shift personnel shall be scheduled on weekdays during non-assigned time.

Section 12.15. Job Duties. The primary job duties of employees covered by this Agreement shall be fire suppression, prevention and extinguishment, normal and routine maintenance of equipment, fire station and grounds, emergency medical services, hazardous materials incident management, and other duties and responsibilities, including operation of the print shop, which employees normally performed as part of their regular job duties prior to the effective date of this Agreement. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees job duties and job functions related to those set forth above.

The following are examples regarding “normally performed” job duties associated with general housekeeping responsibilities around the fire stations:

- (a) Washing and painting of areas of fire stations, from time to time, that may require the use of a 6 foot (or less) step ladder. The painting of an entire fire station should be spaced over a period of at least eighteen (18) months. Specifically excluded are apparatus floor walls and ceilings requiring the use of step ladders larger than 6 foot.
- (b) Changing of electrical outlets and switches.
- (c) Minor plumbing repairs, not including pipe replacement, fixture replacement, sweating, etc.
- (d) Minor construction work, not including wall and ceiling construction, paneling, installing doors and windows, floor tiling, etc.
- (e) Minor apparatus repairs, not to include body and fender work.

Nothing herein shall interfere with the right of employees to volunteer, or the Village’s right to ask for volunteers, to perform job duties unrelated to the primary job duties set forth

above, but an employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline or the denial of Step F+ if the employee is otherwise qualified.

Section 12.16. Tuition Reimbursement. The employees covered by this Agreement shall be eligible to participate in any educational development and tuition assistance program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Section 12.17. Disciplinary Investigations. In lieu of the provisions of the Firemen's Disciplinary Act (50 ILCS 745/1 et seq.), employees shall have the following rights with respect to disciplinary investigations:

- (a) An employee who has objective reasons to believe that questioning or interrogation by the Village may lead to discipline (i.e., discharge or suspension without pay) may request that a Union representative who is a member of the bargaining unit be present at such questioning or interrogation.
- (b) An employee who has objective reasons to believe that questioning or interrogation by the Village may lead to discipline in excess of three (3) working days shall be entitled to the following:
 - (1) The right to request that an attorney be present at such questioning or interrogation, provided that if the employee has requested the presence of both a Union representative and an attorney, only one may be present in the room at the questioning or interrogation, with the understanding that the other may be nearby.
 - (2) The right to request written notice of the subject matter of the investigation prior to questioning or interrogation.
 - (3) The right to request that the questioning or interrogation be recorded by tape or other electronic means and, if requested, the right to a copy of any such recording.
- (c) If an employee makes an appropriate request for either a Union representative or an attorney and the Union representative or attorney is not reasonably available, the employee may be questioned or interrogated without a Union representative or attorney being present.
- (d) The presence of a Union representative or attorney at such questioning or interrogation shall not interrupt or interfere with the Village's right to question

employees or the obligation of employees to respond to questions relevant to the matter being investigated.

- (e) The foregoing provisions shall not be applicable if the purpose of the meeting is solely for the purpose of informing the employee of disciplinary action (e.g., a one-day suspension without pay).
- (f) If an employee is required to participate in questioning or interrogation during off duty hours, the employee shall be paid at his applicable hourly rate of pay for the time spent at such meeting.
- (g) No employee shall be required to submit to, or be disciplined for a refusal to submit to, a polygraph examination or any test questioning by means of any chemical substance, except as is provided in Article XII, Section 12.6 of this Agreement.
- (h) The provisions of this Section do not apply to any employee charged with violating any provisions of the Criminal Code of 1961, or any other federal, state, or local criminal law.
- (i) Notwithstanding any of the foregoing, the Village retains the right to question or interrogate employees in emergency situations involving an immediate danger to the health or safety of one or more persons without any obligation to wait until a Union representative or attorney is present at the questioning or interrogation. Notwithstanding the provisions of Article XIII, Section 13.3(d)(3), if a grievance is arbitrated concerning whether there was an emergency situation involving such an immediate danger, the Village shall proceed first with the presentation of its case.
- (j) Admissions or confessions obtained during the course of any questioning or interrogation not conducted in accordance with the provisions of this Section may not be utilized in any subsequent disciplinary proceeding against the employee who made the admission or confession. The foregoing does not preclude an arbitrator from considering whether or not other relief is appropriate if it is determined that the Village violated the provisions of this Section.

Section 12.18. Non-Assigned Time. The Village will not arbitrarily and unreasonably change the current practices with respect to non-assigned time.

Section 12.19. Fire Prevention Bureau. As long as lieutenants continue to be assigned to the Fire Prevention Bureau the Village agrees to continue its existing practices with respect to such assignments. Lieutenants will not be assigned to the Fire Prevention Bureau for punitive reasons.

Section 12.20. Operation of the Print Shop. The print shop will continue to be operated in accordance with existing practices. If there is an insufficient number of firefighters who volunteer to operate the print shop as part of their regularly assigned duties, nonprobationary firefighters who are not in paramedic training may be assigned in the inverse order of their seniority, provided that nothing herein is intended to alter the practice of assigning employees who are not regularly assigned to operate the print shop to work in the print shop from time to time performing such tasks as collating, stapling, folding, boxing, etc.

Section 12.21. Serving in Acting Capacity. The rate of compensation for firefighters assigned to perform the duties of a lieutenant shall be 5% (6% effective May 1, 2011; 7% effective May 1, 2013) above the employee's applicable hourly rate of pay for each hour that the employee is assigned to work in acting capacity during such an occurrence. Lieutenants acting as a captain shall be paid a differential of 4% (5% effective May 1, 2011; 6% effective May 1, 2013) above their applicable hourly rate of pay during such an occurrence. For these purposes, an occurrence shall be defined as serving in acting capacity for 12 hours or more. If more than one employee is assigned to work in acting capacity during one occurrence, each employee shall be paid for the respective number of hours that they worked in acting capacity during the occurrence in question.

The foregoing increases in pay for serving in acting capacity shall be retroactive to the respective effective date.

Section 12.22. Off Duty Employment. Off duty employment shall be governed by the Village's Personnel Manual and applicable ordinances in effect on December 1, 1987.

Section 12.23. Probationary Period - Lieutenants. The probationary period for newly promoted lieutenants shall be twelve (12) months.

Section 12.24. Assignment to the Communications Board. In the event future emergencies necessitate the need to assign firefighters to the Communications Board, the understandings reached by the parties in November 1987, concerning how and when such assignments are made shall be applicable.

Section 12.25. Fire Officer Certification Training. The attendance of bargaining unit members at classes or schools to obtain Fire Officer I or II or Fire Instructor I or II as currently established as a prerequisite for promotion by the Skokie Board of Fire and Police Commissioner shall be subject to the following conditions:

- A. Requests for attendance shall be subject to approval of the Fire Chief or his designee but such approval shall not be unreasonably denied. Subject to class positions being available, approval shall not be withheld for attendance at an approved class to obtain Fire Officer I and II certifications so long as the possession of such certificates is a prerequisite for eligibility to take the promotional examination for the rank of Lieutenant or Captain, whichever is applicable. If there are more requests to attend than there are available class positions, preference shall be given in order:
 - 1. Current Fire Department Officers;
 - 2. Inverse order of classes needed to complete a given certification; and
 - 3. If there are still more requests than there are positions, the more senior applicants shall have preference.
- B. The Department shall pay all tuition and associated fees for attendance at such schools and classes.
- C. Employees on a regularly scheduled duty day during the scheduled time for approved Fire Officer I or II and Fire Instructor I or II certification classes shall be released from duty without loss of pay.

Section 12.26. Specialized Training. Specialized training (i.e., Fire Apparatus Engineer, Above and Below Grade Rescue, Confined Space, HazMat Tech, HazMat Specialist, Fire Investigation, Computer Training, Fire Prevention Bureau, and Training Specific to Staff Assignment) shall be subject to the following conditions:

- A. The Fire Chief shall determine whether or not any of the foregoing specialized training is needed.
- B. If the Fire Chief determines any such specialized training is needed, approval to attend such training shall be based on departmental need, personnel involvement in specialized department response teams, and shall not be unreasonably denied based on such considerations.
- C. If attendance is approved, the Department shall pay all tuition and associated fees for attendance at such training sessions and time in attendance at these training classes (excluding travel time) will be considered as compensable time.
- D. FPB Lieutenants will be allowed to attend FPB or fire related training classes during normally scheduled work hours at the reasonable discretion of the FPB Captain.

Additional specialized training may be added to the foregoing at the discretion of the Fire Chief.

Section 12.27. Station and Shift Assignments. Prior to finalizing station and shift assignments for the following year, the Village will meet with two representatives designated by the Union to discuss the Department's operational considerations and to receive input from the two Union representatives.

Section 12.28. Residency. The residency requirements for sworn members of the Skokie Fire Department shall be Lake, Cook, DuPage, Kane, Kendall, Will, and McHenry counties in Illinois, Kenosha county in Wisconsin, and Lake county in Indiana. All new hires shall move within the boundaries within eighteen months of their hire, unless an extension is requested of and granted by the Board of Fire and Police Commissioners.

Section 12.29. Retiree Separation Benefits. The parties agree that the following provisions shall govern retiree separation benefits:

1. The official date of retirement will be the last day actually worked.
2. An employee who is retiring shall receive a payout for accrued but unused vacation, unused sick leave bonus days accrued prior to January 1, 2002, sick leave bonus days earned for the preceding calendar year and not used prior to the effective date of employee's retirement, floating holidays and RVA in a lump sum

that is deposited into the employee's Post-Employment Medical Savings Plan to be used to pay for eligible medical expenses.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 13.1. Definition. Unless expressly provided otherwise, a “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving the meaning, application or an alleged violation of an express provision of this Agreement. Employees have the right to authorize in writing the Union to file and process grievances on their behalf, or to file grievances without the intervention of the Union. No settlement of a grievance filed by an individual employee without Union representation shall be inconsistent with the terms of this Agreement. The failure of an employee to file a grievance in instances where the employee also fails to authorize the Union to file a grievance shall not be a precedent binding on the Union in future instances involving similar facts and circumstances. The Union may file grievances concerning alleged violations of Union rights or privileges set forth in this Agreement (e.g., dues deduction, Union bulletin board, etc.).

Section 13.2. Procedure. The parties acknowledge that it is usually most desirable for grievants and their immediate supervisors to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Grievance shall be submitted in writing to the appropriate Captain specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance, or fourteen (14) calendar days from the date the grievant knew or should have known of the matter giving rise to the grievance through the use of reasonable diligence. The Captain shall render a written response including the reasons therefor to the grievant within seven (7) calendar days after the grievance is presented, unless he determines that the grievance alleges matters beyond his authority or jurisdiction. In such event, the Captain shall so advise the grievant and the grievance shall be forwarded to Step 2. In the event the

grievance has been filed by an individual employee without Union representation, the Captain shall submit a copy of his response, together with the grievance, to the Union President.

STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Chief his designee within seven (7) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant within seven (7) calendar days after the grievance is appealed to Step 2. If a meeting is held at Step 2 to discuss resolution of a grievance filed by an individual employee without Union representation, a Union representative shall be afforded an opportunity to attend such meeting.

STEP 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Fire Chief within seven (7) calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall discuss the grievance within seven (7) calendar days of receipt with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant and the Union within fourteen (14) calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Union representative within fourteen (14) calendar days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer including the reasons therefor to the grievant and Union within ten (10) calendar days following the meeting.

Section 13.3. Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of

the Village's written answer as provided to the Union at Step 4. Only the Union may, refer grievances to arbitration.

- (a) Within seven (7) days of the receipt by the Village of the Union's notice that a grievance is being referred to arbitration, the representatives of the parties shall attempt to mutually agree upon an arbitrator.
- (b) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the American Arbitration Association (hereinafter "AAA") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in the AAA's ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Each party shall have fourteen (14) calendar days from the date the panel list is received from the AAA to number the names on the panel list in order of preference and return the list to the AAA. In accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the arbitrator to serve. In the event that the arbitrator declines or is unable to serve, the AAA shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the AAA and commence the selection process anew. It is further agreed that the AAA's role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested.
- (c) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator.
- (d) Conduct of Hearings: The parties agree that all arbitration hearings shall be conducted as follows:
 - (1) Hearings shall be held in the Village of Skokie, Illinois, at a mutually agreed location. Hearings may be conducted outside the Village of Skokie only by written mutual agreement;

- (2) The hearings shall begin within thirty (30) days of the notification from the AAA that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties by mutual written agreement may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing;
 - (3) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within twenty-one (21) calendar days of the conclusion of the hearings;
 - (4) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later;
 - (5) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.
- (e) Time Limits: The parties agree that any time limits in the grievance procedure may be extended by mutual written agreement.
- (f) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

Section 13.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or

inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 13.4 shall be final and binding on the Village, the Union, and the grievant.

Section 13.5. Time Limit for Filing. If a grievance is not presented by the grievant within the time limits set forth above, it shall not be considered timely and may not be pursued further. 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 answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 13.6. Bypassing Steps. The Village Personnel Director and the Union President, or their designees, shall have the right and authority to agree in writing to bypass one or more steps of the grievance procedure set forth herein.

Section 13.7. Attendance at Meetings. If any grievance meetings/arbitration hearings are scheduled during working hours of any grievant who desires to attend or of his Union representative, such employee(s) shall be released from duty to attend such meetings/arbitration hearings without loss of pay.

Section 13.8. Miscellaneous. No member of the bargaining unit, including anyone who is temporarily serving in a non-bargaining unit position, shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any

member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE XIV

NO STRIKE-NO LOCKOUT

Section 14.1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform mandatory overtime, mass resignations or mass absenteeism, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this section may be disciplined by the Village, up to and including discharge, subject to the provisions of Article XX.

Section 14.2. Obligations of Union. In the event of a violation of Section 14.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Union complies with this Section 14.2 hereof, the Village agrees that the Union shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

Section 14.3. No Lockout. The Village will not lock out any employees as a result of a labor dispute with the Union.

Section 14.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the grievance procedure before instituting court action seeking such judicial restraint and/or damages.

ARTICLE XV

INSURANCE

Section 15.1. Comprehensive Medical Program and Dental Insurance Program. The comprehensive medical program and dental insurance program that is currently in effect shall be continued during the term of this Agreement. The terms of the program “currently in effect” are those described in the employee benefit booklet and plan document effective May 1, 2009. The Village retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are substantially equivalent to those described in the aforementioned employee benefit booklet and plan document. Reasonably prior to the effective date of any such changes, the Village will advise the Union of the changes. Employees may elect single or family coverage in the Village health plan and in the dental insurance program offered by the Village during the enrollment period(s) established by the Village. The employee may also elect single or family coverage in an HMO selected and offered by the Village during the enrollment period(s) established by the Village. If the Village offers a different HMO from those currently offered, such new HMO option shall be reasonably equivalent to the replaced HMO, subject to the market alternatives for HMOs that are then available and provided that the cost for new HMO is not higher than the cost for the Village plan. Effective May 1, 2009, and retroactive to May 1, 2009, the employee shall pay 12% of the premium or cost for single or family coverage, whichever is applicable, for the plan selected and said amount shall be deducted from the employee’s paycheck.

Section 15.2. Life Insurance. The Village will provide during the term of this Agreement term life insurance in the amount of \$45,000. The Village retains the right to change insurance carriers or to self-insure this benefit as long as the \$45,000 benefit is maintained.

Section 15.3. Cost Containment. The Village reserves the right to maintain or institute 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, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and out-patient elective surgery for certain designated surgical procedures.

Section 15.4. 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.

Section 15.5. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 15.6. Right to Maintain Coverage in Defined Circumstances. An employee who is (1) on an approved unpaid leave of absence, (2) on layoff with recall rights, or (3) on Worker's Compensation leave for more than one (1) year following the date of the original work related injury/illness shall have the right to continue to participate in the Village's group insurance plans (medical, dental and life) by prepaying the current full (100%) insurance premium rates. This participation can continue until the employee returns to work, the employee no longer has recall rights, Worker's Compensation payments cease, or it is determined by the Skokie Fire Pension Board, based on appropriate medical documentation, that the employee is

permanently incapacitated and therefore eligible for a disability pension. If it is determined that an employee is eligible to receive a disability pension, the pensioner can continue to participate in the Village's group insurance plan by prepaying the current full (100%) insurance premium rates, provided such participation has been uninterrupted.

Section 15.7. Employee Assistance Program. The employees covered by this Agreement shall be eligible to participate in any Employee Assistance Program (EAP) that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Section 15.8. Post-Retirement Medical Savings Plan. Effective the first payroll period beginning on or after January 1, 2008, one percent of each employee's base annual salary shall be deducted from each employee's paycheck and shall be placed into a Post Employment Health Plan (PEHP) for each employee. All contributions to the PEHP shall be made as provided by this Agreement and in accordance with applicable provisions of the Internal Revenue Code and related rulings. All such deductions shall be contributed by the Employer to the Plan Administrator for the PEHP for deposit with the Trustee of the Plan. Employees shall be responsible for PEHP administrative fees. This one percent payroll deduction will not be deemed to decrease an employee's annual salary as set forth in Section 6.1 of this Agreement that is used in determining the amount of an employee's pension. The purpose of this section is to establish an employee-funded post-retirement medical account at no cost to the Village that can be used by the employee following retirement to pay for eligible medical expenses. The specific plan into which the contributions shall be made was selected in accordance with Arbitrator Hill's Opinion and Award dated September 28, 2007. Nationwide is the vendor the Union selected.

ARTICLE XVI

LABOR-MANAGEMENT COMMITTEE

At the request of either party, the President of the Union and the Fire Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other bargaining unit members (not to exceed two) to attend such meetings. The Fire Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If any labor management meeting is scheduled during working hours of an employee, such employee shall be released from duty to attend such meetings without loss of pay.

ARTICLE XVII

SAFETY

Section 17.1. Generally. The Village agrees to continue to make appropriate provisions for employee safety. If a grievance is filed alleging that the Village has violated this Section and said grievance is appealed to arbitration in accordance with the provisions of Article XIII, the arbitrator shall have no authority to find that this Section has been violated unless he/she finds, supported by specific findings of fact based on a fair appraisal of the record evidence, that the Union has proved that the subject matter of the grievance involves a serious risk to the safety of a firefighter beyond that which is inherent in the normal performance of firefighter duties. Under no circumstance shall an arbitrator have the authority to issue any award requiring or which would require the purchase of fire department vehicles, apparatus, tools or equipment.

Section 17.2. Occupational Safety and Health Committee. An Occupational Safety and Health Committee composed of two (2) persons designated by the Fire Chief and two (2) persons designated by the Union shall meet monthly, and at such other times as a majority of the Committee may deem necessary, for the purpose of discussing matters relating to safety in the Skokie Fire Department. The Occupational Safety and Health Committee, or a minority thereof, may make written recommendations concerning safety issues (inclusive of recommendations submitted by other departmental committees that pertain to the matter of safety) to the Fire Chief. Such recommendations shall be advisory only. A copy of all such recommendations shall be simultaneously provided to the President of the Union.

Within twenty-one (21) calendar days of receipt of any such recommendations, the Fire Chief or his designee shall set forth in writing his response to the recommendations. Such response shall include what action, if any, the Fire Chief intends to take in response to the

recommendations and the date, if any, such action will occur. In the event that the Fire Chief elects not to follow the recommendations, his response shall include his reasons for doing so and any alternative action, if any, the Fire Chief intends to take.

If any Occupational Safety and Health Committee meeting(s) are scheduled during the working hours of employee(s) who will be attending the meeting(s), the employee(s) shall be released from duty to attend the meeting(s) without loss of pay.

ARTICLE XVIII

MANAGEMENT RIGHTS

Except as specifically modified by any and all other articles of this Agreement, the Union recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XIX

MAINTENANCE OF SPECIFIC WORK DAY BENEFITS

The Village will continue to maintain the following specific workday benefits for employees who are assigned to 24-hour shifts:

- (a) Beds, pillows, linens, and blankets will be provided and sheets will be cleaned every three weeks as per existing rotation.
- (b) One employee per shift per fire station will be allowed, with the approval of his Company officer, reasonable time to shop for food and kitchen supplies during his tour of duty.
- (c) All 24-hour employees shall be required to eat at their assigned fire station during their assigned tour of duty.
- (d) Each fire station will have a kitchen with sufficient seating and equipment.
- (e) Each fire station will have a lighted parking lot for use by employees; provided, however, that the new parking lot for Station 18 will be both lighted and fenced.
- (f) Each fire station will have a pay telephone as long as the phone company is willing to continue to provide same.
- (g) The operation of a canteen (e.g., vending machines, etc.) at each fire station will be permitted.
- (h) Employees shall be allowed to use TV sets, video equipment, and hobby materials as may be available at the fire station and during their non-assigned time engage in voluntary recreational activities, subject to such reasonable rules and regulations as the Village may prescribe.
- (i) Each fire station will have a dayroom with sufficient seating, bathroom and shower facilities, and locker facilities.

None of the foregoing shall interfere with the normal operations of the Fire Department.

ARTICLE XX

DISCIPLINE AND DISCHARGE

The Employer agrees that non-probationary employees may be disciplined and discharged only for just cause. Where the Fire Chief or his designee believes just cause exists to institute disciplinary action against any such employee, he shall have the option to impose or seek the following penalties:

- (a) oral reprimand
- (b) written reprimand
- (c) suspension
- (d) demotion
- (e) discharge

If the Fire Chief or his designee decides to discipline or institute disciplinary action against any such employee, the following procedures shall apply:

1. Fire Chief's Authority to Discipline and to Suspend Pending Investigation and/or Hearing.
 - (a) The Fire Chief or his designee shall have the following disciplinary authority:
 - (1) To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of five (5) duty days in accordance with 65 ILCS 5/10-2.1-17 and the Rules and Regulations of the Skokie Board of Fire and Police Commissioners effective July 15, 2002. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provisions of this Article.
 - (2) To file charges against employees seeking the penalties of a suspension without pay of more than five (5) duty days up to thirty (30) calendar days, demotion or discharge.
 - (b) The Fire Chief or his designee shall also have the authority to suspend an employee with or without pay pending investigation and/or pending a hearing regardless of which hearing option may be selected by the employee. If the employee is suspended without pay, nothing herein shall

be construed to waive an employee's rights under the Supreme Court's decision in *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985).

(c) If the Fire Chief or his designee decides to discipline an employee or to initiate discipline of an employee, he or his designee shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the employee involved. The following provisions shall be applicable when disciplinary action is taken or instituted by the Fire Chief:

(1) If the employee elects to have the disciplinary action or proposed disciplinary action heard by the Board of Fire and Police Commissioners, the employee's appeal shall be governed by 65 ILCS 5/10-2.1-17 and the Rules and Regulations of the Skokie Board of Fire and Police Commissioners effective July 15, 2002.

(2) If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article XIII of the agreement, except that it shall be filed at Step 4 of the procedure. Once the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Fire Chief or his designee with respect to the disciplinary action shall be deemed final, subject to the review of said decision through the grievance and arbitration procedure.

2. Irrevocable Election of Appeal Procedure. Upon receipt of the notice, the employee may elect to appeal the disciplinary action (excluding oral reprimands under either option and both oral and written reprimands under the Board of Fire and Police Commissioners option) either to the Village of Skokie Board of Fire and Police Commissioners ("Board of Fire and Police Commissioners") or, with the approval of the Union, through the grievance and arbitration procedure set forth in Article XIII of this Agreement. The employee shall notify the Village of his election in writing within ten (10) calendar days of receiving the Fire Chief's written notice of discipline. It is agreed that the option to appeal either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and that no relief shall be available under the Board of Fire and Police Commissioners' appeal process with respect to any matter which, at the employee's option (and with the Union's approval), is appealed to the grievance and arbitration procedure set forth in Article XIII of this Agreement.

3. Board of Fire and Police Commissioners Option. If the employee notifies the Village of his decision to have the appeal heard before the Board of Fire and Police Commissioners, the procedures set forth in 65 ILCS 5/10-2.1-17 shall be

applicable except as modified by this Article. Where the Fire Chief believes there is just cause to demote or discharge an employee, he shall not file formal charges with the Board of Fire and Police Commissioners until the employee has notified the Village in writing of his irrevocable option to have the appeal heard before the Board of Fire and Police Commissioners within the ten (10) calendar day period specified above. If the Board of Fire and Police Commissioners determines there is or is not just cause for discipline, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its Rules and Regulations effective July 15, 2002, and 65 ILCS 5/10-2.1-17.

4. Grievance and Arbitration Option. If the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the grievance shall be filed at Step Four. Any appeal to the grievance and arbitration of discipline shall be signed by the Union President or his designee and shall also contain a signed statement from the affected employee waiving any and all rights he may have to appeal the discipline to the Board of Fire and Police Commissioners. Any disciplinary grievance filed without the required signed waiver shall not be arbitral and the arbitrator shall be without jurisdiction to consider or rule upon it. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator.
5. Finality of Decision and Judicial Review. The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, i.e.:
 - (a) Board of Fire and Police Commissioners option: Any appeal of a Board of Fire and Police Commissioners decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Board of Fire and Police Commissioners Act, Illinois Revised Statutes, 65 ILCS 5/10-2.1-17.
 - (b) Arbitration option: Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, Illinois Revised Statutes, 5 ILCS 315/8.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that

might otherwise be applicable under either Illinois Revised Statutes, 65 ILCS 5/10-2.1-17, or the Rules and Regulations of the Village of Skokie Board of Fire and Police Commissioners.

ARTICLE XXI

PROMOTIONS TO RANK OF LIEUTENANT

Section 21.1. General. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who meet the eligibility requirements set forth in Section 21.3 below and desire to submit themselves to such process.

The fire lieutenant promotional process comes under the jurisdiction of the Board of Fire and Police Commissioners (BFPC), as set forth in the rules and regulations of the BFPC. Unless otherwise specifically provided in this Article, the promotion process to the rank of Lieutenant shall be administered by the Village of Skokie's Personnel Director.

Section 21.2. Vacancies. This Section applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date a vacancy shall occur in the rank of Firefighter, provided that the position continues to be funded and authorized by the Village. If a vacated Lieutenant position is not filled due to the lack of funding or authorization and is subsequently reinstated (i.e., funded and authorized by the Village), the final promotion list shall be continued in effect until all Lieutenant positions that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of three (3) years beginning from the date on which the Lieutenant position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 21.3. Eligibility Requirements. Members of the bargaining unit in the rank of Firefighter shall be eligible to participate in the process for promotion to Lieutenant if they (1) have completed five (5) years of service in the Skokie Fire Department before the date of the

written examination. Provisional certification as a Fire Officer I shall not be a prerequisite for the taking the written examination, but such certification must be obtained within twelve (12) months (depending on class availability) from the date of promotion. If classes are unavailable, written documentation authorized by the Fire Chief must be submitted to the Board of Fire and Police Commissioners stating the reason for class unavailability and the written documentation must state the specific date the class will be taken.

Section 21.4. Notification. Prior to the announcement of the Lieutenants promotional process, the Village of Skokie’s Personnel Director will review the steps of the process with the Executive Board of Local 3033. If there is a significant difference in the process (i.e., change of vendors), a discussion limited to that difference will occur between the parties.

Section 21.5. Resume. At the time the candidate makes application to participate in the Lieutenant promotional process, the candidate must submit a one page, single sided resume, along with the application. This resume and application must be submitted within two (2) weeks of the announcement of the Lieutenant promotion process.

Section 21.6. Components of the Promotional Process and the Weighting of Components. The placement of eligible candidates on a Lieutenant promotion list shall be based on the points achieved by the candidate on each of the following components weighed as specified:

<u>Component</u>	<u>Weighting of Component</u>
Written Examination	30%
Assessment Center	25%
Promotability Potential Evaluation	10%
Oral Interview	25%
Chief’s Points	5%
Seniority	5%

Section 21.7. Promotion Process Components.

A. Written Examination. The written examination shall be administered before any of the other predictors and only those candidates who pass it with a score of 70% or better shall be eligible to participate in the remaining components of the process. The subject matter of the written examination shall fairly test the capacity of the candidate to discharge the duties of a Lieutenant. The written examination shall be developed by an independent outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Village has identified and made available to potential examinees at least sixty (60) days before the examination is administered. If a candidate wishes to withdraw from the promotional process before the completion of all the remaining components of the promotional process, the candidate shall so advise the Village Personnel Director in writing.

B. Assessment Center. An independent vendor who will use a panel of fire officers from other public sector jurisdictions shall conduct the Assessment Center. The Assessment Center shall include the use of multiple assessment techniques and tactical exercises. Where possible, each interview shall be recorded by tape or other electronic means. Any such recording can be heard by the candidate as part of the Assessment Center review and appeal session with the Assessment Center process facilitator, no copy shall be provided to any candidate. All such recordings shall be destroyed after the final promotion list has been posted and no timely grievance is filed challenging the list or a final ruling has been issued if a timely grievance is filed, whichever occurs later.

C. Promotability Potential Evaluation. The same promotability potential criteria used to establish the Lieutenant's list that expired on March 11, 2004 will be used for the next promotion process for the rank of Lieutenant. The promotability potential evaluation process

shall be based on an evaluation conducted by all six (6) Captains (employees in the position of Captain as of the date of the written examination) who work shift duty, and three (3) Lieutenants (to be jointly selected by Labor and Management) who each have at least three years in rank (one from each shift) who will convene to review the resumes and rate the applicants who pass the written examination. The raters will remain consistent throughout the promotability potential evaluation process. The raters will attempt to reach a consensus on each criterion score. If the raters cannot reach a consensus, the high and low scores will be dropped and the remaining scores will be averaged to determine the score for the criterion. A Deputy Fire Chief will facilitate the Promotability Potential Evaluation meeting.

D. Oral Interviews. The Board of Fire and Police Commissioners shall conduct an individual oral interview with each candidate who passes the written examination. The members of the BFPC conducting the oral interviews will remain consistent throughout all interviews. The BFPC will make every reasonable effort to conduct all oral interviews within three (3) weeks period of time from the date of the first oral interview. Questions asked during the oral interview shall be structured and applied uniformly for all candidates, shall be job-related and designed to enable the BFPC to determine the candidate's qualifications and abilities to discharge the duties of Lieutenant.

E. Chief's Points. The Fire Chief will submit his points, from zero (0) to a maximum of five (5) points to the Village's Personnel Director.

F. Seniority. Seniority points shall be computed as of the date of the written examination. One point shall be granted for each full year of service as a Firefighter on the Skokie Fire Department above five years of service (i.e., 1 point for 5 full years of service, 2 points for 6 full years of service, etc.) up to a maximum of five (5) points. The seniority list shall

include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

Section 21.8. Scoring of Components. Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

The scores for each component of the promotional process shall be confidentially disclosed to each candidate as soon as practicable after the component is completed. After all components of the promotional process have been completed, the scores for all components for each candidate who completed all components shall be tallied, a preliminary promotion list shall be prepared by the Village Personnel Director. This preliminary promotion list shall be posted on the bulletin board at each fire station. The Preliminary Promotion List will only include the names and scores of those candidates who passed the written examination with a score of 70 or better and who completed all the remaining components of the promotion process. Candidates shall then be ranked on the preliminary list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

Section 21.9. Veteran's Preference Points and Posting of Final Promotional List. A candidate on the preliminary promotion list who is eligible for veteran's preference points under applicable law may file a written application within 10 days after the initial posting of the preliminary promotion list. If requested, the veteran's preference points shall be added to the

candidate's total score on the preliminary promotion list. The Village Personnel Director shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points that have been awarded. The Final Promotion List shall then be posted on the bulletin board at each fire station listing in rank order by name from highest to lowest the scores of all candidates.

Section 21.10. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or the awarding of veteran's preference points may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article XIII of this Agreement; provided, however, to be considered timely, any such grievance must be filed within 48 hours of the time the final promotion list is posted. Any such grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in Article XIII. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the promotion process, other than the accuracy of the computations of the points awarded.

If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Section 21.11. Order of Selection. When there is a vacant or newly created position in the rank of Lieutenant that the Village Board of Trustees has funded and authorized to be filled,

the person with the highest ranking on the final promotional list shall be appointed, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant. If the ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article XIII of this Agreement; provided, however, to be considered timely, any such grievance must be filed within 48 hours of the time the employee has been advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure.

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

Section 21.12. Duration of Final Promotion List. A final promotion list shall be effective for a period of two (2) years from the date of its posting. The Village shall take all necessary steps to ensure that the Board of Fire and Police Commission maintains in effect a current eligibility list so that promotion to Fire Lieutenant vacancies are filled not later than 180 days after the occurrence of the vacancy. If there is no final adjusted Fire Lieutenant promotion list in effect for Fire Lieutenant on the date, or if all persons on the current final adjusted

promotion list for Fire Lieutenant refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Article, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Section 21.13. Precedence of Article. Pursuant to Section 10 (e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of Lieutenant shall be governed solely by the provisions of this Article and that such provisions shall supersede and be in lieu of the provisions of the Fire Department Promotion Act (P.A. 93-0411) and the rules and regulations of the Skokie Board of Fire and Police Commissioners with respect to promotions.

Section 21.14. Duration of Agreement. The provisions of this Article shall remain in effect for the duration of the parties' 2010-2014 collective bargaining agreement.

The foregoing provisions concerning promotions to the rank of Lieutenant reflect the status quo awarded by Arbitrator Benn in his interim arbitration award and incorporated into his final interest arbitration award. The Union has challenged Arbitrator Benn's interim award in two separate legal proceedings consisting of an unfair labor practice charge currently pending before the Illinois Labor Relations Board, State Panel, docketed as Case No. S-CA-14-053, and a Complaint to Vacate Arbitrator's Order in the Circuit Court of Cook County, docketed as Case No. 13 CH 22972.

The above contractual language has been retained in this collective bargaining agreement pending the outcome of Case Nos. S-CA-14-053 and 13 CH 22972 and Arbitrator Benn's ruling on this issue, if any, under his retained jurisdiction in the interest arbitration proceedings. By executing this Agreement, neither party waives any legal rights and/or position it may have related to this matter and the above language is not a reflection of the parties' agreement on this issue.

ARTICLE XXII

PROMOTIONS TO RANK OF FIRE CAPTAIN

Section 22.1. General. The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant who meet the eligibility requirements set forth in Section 22.2 below and desire to submit themselves to such process. Such promotions to the rank of Fire Captain shall be in accordance with the provisions of the Fire Department Promotion Act (“IFDPA”), 50 ILCS 742, and the contractual provisions set forth below.

Unless otherwise specifically provided in this Article, the promotion process to the rank of Captain shall be administered by the Village of Skokie’s Personnel Director.

Section 22.2. Eligibility Requirements. Members of the bargaining unit in the rank of Lieutenant shall be eligible to participate in the process for promotion to Captain if they (1) have completed one year in the rank of Lieutenant as of the date of the announcement of the Captain promotional process, (2) are certified or provisionally certified as Fire Officer II, and (3) have at least 60 semester hours of credit or an Associate Degree from an accredited college or university.

Section 22.3. Notification. Prior to the announcement of the Captain promotional process, the Village of Skokie’s Personnel Director will review the steps of the process with the Executive Board of Local 3033.

Section 22.4. Resume. At the time the candidate makes application to participate in the Captain promotional process, the candidate shall submit a resume with written supporting documentation along with the application. This resume shall document the candidate’s satisfaction of the eligibility requirements stated in Section 22.2 above. This resume shall include documentation (e.g., transcripts, certifications, etc.) and must be submitted within two (2) weeks of announcement of the Captain promotional process.

Section 22.5. Components of Promotional Process and the Weighting of Components.

The placement of eligible candidates on a Captain promotion list shall be based on the points achieved by the candidate on each of the following components:

<u>Component</u>	<u>Percentage Weighting</u>
Written Examination	30%
Assessment Center	20%
Promotability Potential Evaluation	15%
Oral Interview	30%
Seniority	5%

Section 22.6. Promotion Process Components.

(a) Written Examination. The subject matter of the written examination shall fairly test the capacity of the candidate to discharge the duties of a Captain. The written examination shall be developed by an independent outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Village has identified and made available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the rank of Captain.

(b) Assessment Center. The Assessment Center shall be administered by the Institute of Public Safety Personnel (“IPSP”). A panel process shall be used to conduct the Assessment Center. Depending on the number of applicants, multiple panels may be needed. Each panel shall consist of two (2) or three (3) fire officers in the rank of Deputy Chief or above from other Illinois public sector jurisdictions, provided that all panel members meet the certification or provisional certification requirements of the Fire Department Promotion Act as amended. For two (2) member panels, panel members shall be selected by the parties from a list of five (5) fire officers in the rank of Deputy Chief or above provided by IPSP. For three (3) member panels,

panel members shall be selected by the parties from a list of seven (7) fire officers in the rank of Deputy Chief or above. The parties shall alternately strike names from the list(s) provided by IPSP until the requisite number of names remain. A coin toss shall determine which party strikes the first name. The Assessment Center shall include the use of multiple assessment techniques and tactical exercises. In the event an assessor is not able to participate in the Assessment Center process for which he is selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the "IPSP."

(c) Promotability Potential Evaluation. The Promotability Potential Evaluation criteria used for the 2006 Captain promotion process will continued to be used, provided, that Item 1 (Attendance and Punctuality) will be revised to be based on the average of the candidate's non-duty related absences over the past five (5) years, ending with the date of the most current promotional written exam. The promotability potential evaluation process shall be based on an evaluation conducted by all the current Captains (employees in the position of Captain as of the date of the announcement) who will convene to review the resumes and rate the applicants. The raters will attempt to reach a consensus on each criterion score. If the raters cannot reach a consensus, the high and low scores will be dropped and the remaining scores will be averaged to determine the score for the criterion. A Deputy Fire Chief will facilitate the Promotability Potential Evaluation meeting with the Captains.

(d) Oral Interviews. A team of three Village administrators (i.e., the Village Personnel Director, the Fire Chief, and the Police Chief) shall conduct an individual oral interview with each candidate. The panel of Village administrators will remain consistent throughout all interviews. Questions asked during the oral interview shall be structured and applied uniformly for all candidates, shall be job-related and designed to enable the team of three

Village administrators to determine the candidate's qualifications and abilities to discharge the duties of Captain. The rates will attempt to reach a consensus on each criterion score. If the raters cannot reach a consensus, the high and low scores will be dropped and the remaining scores will be averaged to determine the score for the criterion.

(e) Seniority. Seniority points shall be computed as of the date of the written examination. One point shall be granted for each full year of service as a Lieutenant on the Skokie Fire Department up to a maximum of five (5) points. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

Section 22.7. Scoring of Components and Posting of Preliminary Promotion List. The scores for each component of the promotional process shall be disclosed to each candidate as soon as practicable after the component is completed. The composite score for the subjective components shall be posted before the written component is administered. Once the candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the Village Personnel Director on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. The Preliminary Promotion List will only include the scores of those candidates who have completed all the components of the promotional process with a score of 70 or higher. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

Section 22.8. Veteran's Preference Points and Posting of Final Promotion List. A candidate on the preliminary promotion list who is eligible for veteran's preference points under applicable law may file a written application within 10 days after the initial posting of the

preliminary promotion list. If requested, the veteran's preference points shall be added to the candidate's total score on the preliminary promotion list. The Village Personnel Director shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points that have been awarded. The Final Promotion List shall then be posted on the bulletin board at each fire station listing in rank order by name from highest to lowest the scores of all candidates who have achieved a score of 70 or higher.

Section 22.9. Order of Selection. When there is a vacant or newly created position in the rank of Captain that the Village Board of Trustees has funded and authorized to be filled, the Fire Chief shall recommend to the Village Manager and the Village Manager shall appoint the person with the highest ranking on the final promotional list, except that the Fire Chief shall have the right to pass over that person and recommend the appointment of the next highest ranked person on the list if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. In such event, the Village Manager shall appoint the next highest ranked person on the list. If the highest ranking person is passed over, the Fire Chief shall document his reasons for his decision to recommend the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the provisions of the grievance and arbitration procedure set forth in Article XIII of this Agreement; provided, however, any such grievance must be filed within forty-eight (48) hours of the date the

time the employee is advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure.

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

Section 22.10. Duration of Final Promotion List. A final promotion list shall be effective for a period of two years from the date of its posting.

Section 22.11. Monitors. Up to two (2) impartial persons who are not members of the Skokie Fire Department may be selected by the Union to serve as monitors by giving written notice to the Village's Personnel Director at least seven (7) days prior to the first day that monitors are to be used. If the Union designates a monitor/monitors, the Village may also designate an equal number of monitor(s). Each party shall be responsible for all the costs and expenses of its designated monitor(s). Monitors shall not interfere with the promotional process, but shall report in writing the full details and facts concerning any observed or suspected violations of the provisions of this Article applicable to the component being observed to both the Union and the Village's Personnel Director. To be considered, such written report must be submitted within 48 hours of the date of the observed or suspected violation.

Section 22.12. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article XIII of this Agreement; provided, however, to be considered timely, any such

grievance must be filed within 48 hours of the time the final promotion list is posted. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process.

Section 22.13. Duration of Agreement. Notwithstanding the provisions of Article XXV (Duration and Term of Agreement), the provisions of this Article shall remain in effect for the duration of the successor collective bargaining agreement to the parties' 2009 – 2010 collective bargaining agreement.

ARTICLE XXIII

ENTIRE AGREEMENT

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

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, provided that if the Village exercises its rights as set forth in this Agreement so that wages, hours or conditions of employment are impacted, a grievance may be filed involving the meaning, application or an alleged violation of the provision(s) of this Agreement which the Village relies on in taking the action in question and the resolution of said grievance in accordance with the grievance procedure set forth in this Agreement shall be in lieu of effects bargaining. This paragraph does not waive the right to decisional bargaining over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement.

ARTICLE XXIV

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by the Illinois State Labor Relations Board or any court of competent jurisdiction, such decision shall apply to the specific Article, section or portion thereof specified in the Board or court decision, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement.

ARTICLE XXV

DURATION AND TERM OF AGREEMENT

Section 25.1. Termination in 2014. This Agreement shall be effective as of the day after the contract is executed by both parties and as otherwise specified in specific contract provisions and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph. Even though this Agreement has terminated pursuant to the provisions of this Article, during the pendency of impasse arbitration proceedings, existing wages, hours, and other conditions of employment shall not be changed without the consent of the other but a party may so consent without prejudice to its, rights or position in any such proceedings.

CONTRACT SIGNATURES

Executed this ___th day of May 2014.

VILLAGE OF SKOKIE

**SKOKIE FIREFIGHTERS IAFE,
LOCAL 3033**

John Lockerby, Village Manager

Mark G. Larson, President

Ralph Czerwinski, Fire Chief

Stanley E. Goolish, Vice-President

Christa C. Ballowe, Personnel Director

David W. Norris, Secretary

Matthew R. Kainer, Treasurer

APPENDIX A

VARIANCES FROM STATUTORY IMPASSE PROCEDURE

(a) Selection of the Chairman of the Arbitration Panel. If either party serves a Demand for Compulsory Interest Arbitration, the Arbitrator shall be selected by utilizing the procedures specified in Section 13.3 of Article XIII (Grievance Procedure) of this Agreement. Unless mutually agreed otherwise, the parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator and that each party waives for the term of this Agreement the right to a three-member panel of arbitrators as provided in the Illinois Public Labor Relations Act (“Act”).

(b) Mediation. Concurrent with the period during which the arbitrator is being selected and any period prior to the date(s) set for the hearing, the parties may continue good faith collective bargaining with the advice and assistance of the Mediator from FMCS.

(c) Issues in Dispute and Final Offers. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that are in dispute. Unless the parties agree to a different time frame, not later than fourteen (14) days prior to the arbitration hearing the representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute. It is further agreed that:

- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining; provided, however, that each party agrees that it will notify the other of any issue that it regards as a non-mandatory subject of bargaining not later than thirty (30) days prior to the arbitration hearing. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Illinois State Labor Relations Board (“Board”) pursuant to the Act and the Rules and Regulations of the Board [Section 1200.140(b)]. Either party may file a petition with the Board’s General Counsel for a declaratory

ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.

- (ii) Unless the parties agree to a different time frame, not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final last offers of settlement prior to arbitration as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to resolve any or all the issues identified as being in, dispute through further collective bargaining or from modifying their final offers as provided by Section 14 of the Act.

(d) Conduct of Hearings. The parties agree that all arbitration hearings shall be conducted as follows:

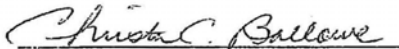
- (i) Hearings shall be held in the Village of Skokie, Illinois at a mutually agreed location. Hearings may be conducted outside the Village of Skokie only by written mutual agreement.
- (ii) The party requesting arbitration shall proceed with the presentation of its case first as to the issues as to which it is the moving party. The non-requesting party shall then present its case. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within thirty (30) days of the receipt of a transcript of the hearing or such other time period granted by the arbitrator.
- (iii) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later.

MEMORANDUM OF AGREEMENT

The Village of Skokie and Local 3033 of the IAFF agree that by removing the following language in Article XII, Section 12.28 Promotions to the Rank of Fire Lieutenant of the tentative agreement, "...In the event no employee elects to participate in said promotional process or in the event no employee participating in the promotional process is eligible for promotion pursuant to the provisions of Section 12.28c below, then the Village shall have the option of extending the promotion process to other candidates that the Village determines are qualified, so long as all Local 3033 employees had been given an equal opportunity to meet those eligibility requirements.", the Local 3033 Executive Board assures that there will be no refusal by members of the bargaining unit to participate in the Fire promotional process.

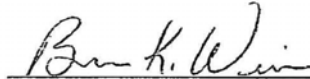
Executed this 11th day of August, 2004

Village of Skokie



Christa C. Ballowe, Personnel Director

Skokie Firefighters IAFF, Local 3033



Bruce K. Wimer, President

SIDE LETTER

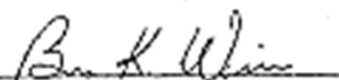
RESIDENCY

The Union agrees, that upon ratification of the 1999 Collective Bargaining Agreement, it will not unilaterally raise the issue of residency in future negotiations for the next ten (10) years.


IAFF LOCAL 3033

VILLAGE OF SKOKIE

By:



By:



10034287.2

November 11, 2002

SIDE LETTER

As part of the off-the-record discussions over possible amendments to the 2009-2010 collective bargaining agreement, the parties agreed to the following:

1. The Union will request that the ILRB dismiss the pending unfair labor practice complaint.
2. With respect to the supplemental proceedings presently pending before Arbitrator Hill, the Union will advise Arbitrator Hill that it accepts the Village's position on the merits (i.e., that the Fire Captain promotion process is to be administered by the Village's Personnel Director) and that there is no need for the issuance of a decision.
3. After the Union has complied with the provisions of paragraph 2 above, the Village will pay the Union attorney's reasonable legal fees directly related to the supplemental proceedings before Arbitrator Hill.
4. The Union will make a good faith effort to cooperate and support the Village's Sick Leave Program.
5. The Union will make a good faith effort to support the implementation of the Foreign Fire Insurance Board and its associated budgeting and expenditure processes.
6. The Village will make a prompt good faith effort to discuss a multi-year contract beyond the 2009/10 fiscal year agreement. Provided the parties are discussing a multi-year contract, the Village will make a good faith effort to move the ranking up from their current position.

IAFF LOCAL 3033

By: _____



VILLAGE OF SKOKIE

By: _____

