

AGREEMENT

between

THE VILLAGE OF BEDFORD PARK

and

IAFF LOCAL 3571

**Representing Firefighters, Engineers,
Lieutenants and Captains**

January 1, 2017 through December 31, 2021

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PREAMBLE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Village and the Bedford Park Firefighters, to establish proper standards of wages, hours, and other terms and conditions of employment, and to provide for equitable and peaceful adjustments of differences over the interpretation and application of this Agreement and to promote intradepartmental efficiency and effectiveness.

ARTICLE I RECOGNITION

The Village of Bedford Park ("Village" or "Employer") hereby recognizes the International Association of Fire Fighters (IAFF) Local 3571 as the sole and exclusive collective bargaining representative of sworn firefighters, engineers, lieutenants and captains, and excluding Chief, Deputy Chief, Assistant Chief, Fire Marshal, supervisors, as defined by the Act, confidential and managerial employees and all other employees of the Village.

ARTICLE II NON-DISCRIMINATION

A. Prohibition Against Discrimination

In the application and implementation of the terms of this Agreement, the Employer and the Union agree that neither will discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, activities in the Union nor mental and/or physical disability unrelated to the employee's ability to perform the job or any other legally protected category.

B. Grievance of Alleged Violation

Grievances alleging discrimination based on activities in the Union in violation of Section A of this Article may be processed through the arbitration step of the grievance procedure. Statutory remedies are available for all other forms of discrimination. Therefore, the Union and Employer agree that all claims of discrimination under Section A based on factors other than Union activities may be processed only through Step 2 of the grievance procedure.

C. Gender

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**ARTICLE III
NO STRIKE**

A. No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or polices or work to the rule situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

B. No Lockout

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

C. Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section A above is whether or not the employee actually engaged in such prohibited conduct or whether or not such conduct was prohibited. The failure to confer a penalty in any instance is neither a waiver of such right in any other instance nor a precedent.

D. Judicial Restraint

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

**ARTICLE IV
MANAGEMENT RIGHTS**

A. The Village's Management Right

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. to determine the organization and operations of the Fire Department;
2. to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;

3. to set standards for the services to be offered to the public;
4. to direct fire personnel of the Fire Department, including the right to assign work and overtime;
5. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule fire personnel;
6. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
7. to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
8. to establish, modify, combine or abolish job positions and classifications;
9. to add, delete or alter methods of operation, equipment or facilities;
10. to determine the locations, methods, means, and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
11. to establish, implement and maintain an effective internal control program;
12. to suspend, discharge, or discipline fire personnel for just cause (probationary employees without just cause), and
13. to add, delete or alter reasonable policies, procedures, rules and regulations.

Managerial functions, prerogatives and policy-making rights and the impact thereof, whether listed above or not, which the Employer has not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement. Provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

B. The Union's Rights

The Bedford Park Local Union shall have the sole right and authority to operate and direct the Union in all of its various aspects, including, but not limited to, the right to determine who may be a member, to elect its own officers, and to appoint such of its members as it sees fit to serve on committee meetings with the Village or any other governmental agency of any type to pass and effectuate such rules and regulations governing the conduct of its internal affairs without any interference, directly or indirectly from the village or its officials; to assess dues on its members as it sees fit. These rights and responsibilities shall be exercised in accordance with the Union's duty of fair representation and in accordance with applicable equal employment laws.

C. Access to Premises

The Village agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the Village. Such visitation shall be for the reasons of the administration of this agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. All such visitations shall be between Noon and 1:00 p.m. or 5:00 p.m. and 10:00 p.m. in the classroom area of the firehouses.

Executive officers of the Union shall be permitted to conduct Union business required for the efficient operation of the Union including, but not limited to preparation and processing of grievances and discussions concerning Union matters subject to the following limitations: (1) there shall be no interference with normal or assigned Department duties, (2) permission shall be obtained in advance from the Chief or his designee and (3) no more than thirty (30) minutes shall be spent on such activity per shift.

D. Time-off for Union Activity

1. Meeting Attendance

The Union executive board will be allowed time, if manpower is available, not to exceed three (3) hours, to attend regular scheduled monthly or special Union meetings, provided that the Chief and/or his designee is advised of such meetings no less than two (2) shift days in advance. These employees shall be considered on duty and available for all emergency calls. Two (2) members of the negotiating team shall be allowed time off from duty if manpower is available without loss of pay for meetings which shall be mutually set by the Village and the Union.

2. Duty Relief

With prior approval of the Chief or his designee, the Union shall be allowed to offer duty relief for Union officers and delegates to attend Union conventions, district meetings and seminars, provided the Union shall be responsible for the wages of the person working the shift.

E. 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 V
GRIEVANCE**

A. Definition

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

B. Procedure

Employees, the Union and the Village will endeavor where possible to settle any grievances that may arise informally through discussion before or after initiating formal grievance procedures. A grievance filed formally against the Village shall be processed in the following manner:

Step 1

Any employee and/or the Union who has a grievance shall submit the grievance in writing to the Fire Chief or his designee, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete 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 ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. Within five business days (5), the Fire Chief or his designee will offer to meet with the grievant and a union representative to discuss the grievance and attempt to resolve it. If such a meeting is held, the Fire Chief or his designee shall render a written response to the grievant within five (5) business days of the meeting. If such a meeting is not held, the Fire Chief or his designee shall render a written response to the grievant within ten (10) business days after the grievance is presented.

Step 2

If the grievance is not settled at Step 1 and the Union desires to appeal, it shall refer the matter within ten (10) business days of receiving the Step 1 answer to the Village Board through the Chair of the Fire Committee with a copy to the Village President. In its appeal, the Union shall specifically state the basis upon which it believes the grievance was improperly denied at Step 1. Thereafter, the Village Board and the Chief or other appropriate individuals(s) as desired by the Village Board shall meet with the grievant, the steward involved and an outside, non-employee representative of the Union, if desired by the employee, within ten (10) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Board shall submit a written answer to the Union within ten (10) business days following the meeting.

C. Arbitration

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer, as provided to the Union at Step 2.

1. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, pursuant to its Voluntary Labor Arbitration Rules. The Panel shall be

limited to members of the National Academy of Arbitrators residing in the states of Illinois, Wisconsin or Indiana. The order of striking shall be determined by a coin flip.

2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and Village representatives.
3. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
4. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

D. Limitations on Authority of Arbitrator

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

E. Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer.

If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VI EMPLOYMENT & DISCIPLINE

A. Hiring and Discipline

The Village will suspend or discharge non-probationary employees only for just cause. Discipline of less than a suspension shall not be subject to arbitration. Hiring shall be in the exclusive discretion of the Village.

B. Mutual Exclusivity of Procedures

Employees shall have all rights as set forth in the Village of Bedford Park's ordinance and/or applicable statute, to have their discipline cases reviewed by the Village Board of trustees ("Board"). Employees shall have the alternative right to file grievances concerning discipline cases. The grievance procedure in the collective bargaining agreement and the hearing process by the Board are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board. Furthermore, the filing of a grievance involving employee discipline shall act as a specific waiver by the Union and the employee involved of the right to challenge the same matter before the Board or any other procedure established by statute and a form containing such specific waiver shall be executed by the Union and the involved employee before a grievance may be filed under the grievance procedure.

C. Rules and Regulations

The Union agrees that its members shall comply with all the Fire Department rules and regulations, including those relating to conduct and work performance. The Village agrees that all rules and regulations will be equitably administered and shall not be administered or created in an arbitrary or capricious manner.

D. Residency

Employees are required to live within the State of Illinois.

E. Discipline/Investigations

The Village may not discipline an employee for off-duty conduct, except where such conduct adversely affects the employee's performance of his work duties or abilities to function with others in the department or adversely affects the department's reputation in the community.

A copy of all written reprimands, suspension and discharge notices shall be provided to the employee.

Prior to any final disciplinary action, other than oral or written reprimands, the Village shall notify the employee of the alleged misconduct, including violation of any rule or regulation, the discipline contemplated and the reasons for such discipline. The Village shall also provide an opportunity for the employee to respond to the allegations in a meeting with Union representation.

It is understood that the rights set forth in this section shall not diminish or replace any other rights guaranteed under applicable Federal or State law, including but not limited to those set forth in the U.S. or Illinois Constitutions or the Fireman's Disciplinary Act, with which the Village agrees to comply.

Disciplinary actions shall not be used after twelve (12) months to justify subsequent disciplinary action, except for disciplinary action for a related offense, which may be used up to thirty-six (36) months. Discipline more than thirty-six (36) months old may be removed from an employee's file by petition from the employee at the Chiefs discretion, subject to approval by the Fire Committee.

The Village shall conduct disciplinary investigations when it has reason to believe an employee has failed to fulfill his responsibilities as an employee. During any investigatory interview, questioning, or test which the employee reasonably believes might result in discipline, the employee shall be entitled to Union representation. Such representation shall include the right of the employee and the Union representative to consult. It is understood that polygraph examinations and tests by means of any chemical substance will not be used by the Village in any phase of disciplinary investigations or interrogation except as provided in an agreed-upon Drug/Alcohol Policy or except with the permission of the employee.

F. Cameras

Security cameras have been installed in designated locations on the premises and on the apparatus of the Department for the purpose of enhancing the safety and security of Village personnel, property and operations. The Union shall be notified of the location of security cameras. Except as provided below, camera recordings shall not be relied upon for purposes of initiating discipline. Recordings however, can be used to substantiate discipline which has arisen on other grounds. Furthermore, when, in the ordinary course of viewing recordings for another purpose a basis for disciplinary suspension or discharge has been identified, camera recordings can be utilized to initiate discipline. In all circumstances when recordings are relied upon for disciplinary purposes, copies of the recordings shall be furnished to the Union upon request. Use of recordings for disciplinary purposes shall be uniform.

G. Access to Personnel File

An employee may inspect his personnel file, disciplinary history file, medical file and/or investigative file, subject to the following:

1. An inspection shall occur during normal business hours, at a time and in a manner that is mutually acceptable to the employee and the Fire Chief.
2. Copies of the materials in such employee files shall be provided to the employee upon the employee's request. The employee shall sign a receipt for the contents of the file.
3. Employees shall be notified when a formal written warning is placed in their personnel file. An employee shall be provided a copy of any such formal warning. An employee may file a written rebuttal in his personnel file concerning any material in the file.

H. Jury/witness Leave

An employee who is required to report for jury duty, or is required to attend attorney interviews, give depositions or testify with respect to lawsuits which the Village institutes or which arises out of the employee's employment by the Village, 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 off-duty hours of required participation, with a minimum of two (2) hours pay.

An employee shall immediately notify the 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.

Any compensation the employee receives for jury duty service or for responding to a subpoena shall not be subtracted from the employee's regular wages. The Village will provide an attorney at the Village's expense for the employee regarding a job-related incidence which is the subject of a lawsuit or a legal investigation provided that the lawsuit or investigation does not involve alleged improper conduct by the employee.

I. Contracting-Out

No employee shall be laid off as a result of any decision by the Village to utilize part-time personnel, contract out any work performed by employees covered by this Agreement or consolidate functions through the use of an inter-governmental agreement.

The Village shall follow 65 ILCS §5/10-2.1-4 also known as The Substitute Act.

J. EMT's and Paramedics

Renewal of EMT and Paramedic License. Employees who are EMT-B's must maintain their certification as a condition of continued employment. Employees who are certified EMT-

P's must maintain their valid license with the State of Illinois Department of Public Health and the emergency medical system under which the Bedford Park Fire Department operates an advanced life support service (currently Advocate Christ Medical Center EMS Program) as a condition of employment for ten (10) years before being eligible to submit not to renew their license. All EMT-Ps hired on or after the effective date of this Agreement shall maintain their certification as a condition of continued employment. The Village shall attempt to shall arrange for Paramedic re-certification training on duty unless it is impossible to do so because of circumstances beyond the control of the Village, such as requirements imposed by the emergency medical system under which the Bedford Park Fire Department operates an advanced life support service (currently Advocate Christ Medical Center EMS Program) or an employee's extended absence from active duty. In the event Paramedic re-certification training occurs outside an employee's regular duty hours, it shall not constitute hours worked. After completion of ten (10) years of service with the Village as a licensed Paramedic, an incumbent employee may drop his certification provided:

- a) he gives the Chief written notice at least twelve (12) months in advance of the desired date for dropping his certification;
- b) the Village is able to maintain at least twenty-four (24) licensed Paramedics, none of whom are on probation, who are actively employed at the time of the request to drop certification; and
- c) the Chief approves the request to drop certification, bearing in mind the needs of the Department and the interests of other employees who may also wish to drop their certification.

Where there are multiple requests from employees wishing to drop their certification, preference shall be given to employees with the greatest departmental seniority. An employee who is permitted, according to the provisions of the preceding Paragraph of this Section, to not renew his/her license as a Paramedic will, upon expiration or revocation of his/her Paramedic license, immediately lose all paramedic incentive pay that was added to base pay. An employee who is permitted, according to the provisions of the preceding Paragraph of this Section, to not renew his/her license as a Paramedic, must maintain an EMT-B certification as a condition of continued employment. Any employee, who is suspended from EMT or Paramedic service, or otherwise unable to perform EMT or Paramedic duties, shall not receive EMT or Paramedic pay pro rata for the period of such suspension or inability to perform Paramedic services. Unauthorized loss of EMT or Paramedic certification will result in termination. The parties intend the term "unauthorized loss of EMT or Paramedic certification" as used in this Paragraph to include:

1. revocation of an employee's EMT or Paramedic license by the Illinois Department of Public Health, following hearings, if requested by the employee, afforded by that agency as set forth in 210 ILCS50/3.40;
2. revocation of an employee's right to practice with the emergency medical system under which the Bedford Park Fire Department operates an advanced life support service (currently the Advocate Christ Medical Center EMS Program), following

hearings, if requested by the employee, afforded by that emergency medical system, provided that the decision is affirmed by the State Emergency Medical Service Disciplinary Review Board if the employee files an appeal to that Board as provided in 210 ILCS 50/3.45; or

3. failure to renew one's EMT or Paramedic license.

Other instances of short-term loss of one's EMT or Paramedic license; including temporary suspension due to failing a re-certification exam, suspension by the emergency medical system for one or more days for other reasons shall be subject to disciplinary action. Disciplinary action under this Section shall be subject to the discipline and discharge procedures set forth in Article VII of this agreement. For this purpose, pro rata loss of an employee's EMT or Paramedic pay for the period of time they are suspended or otherwise unable to function as an EMT or Paramedic shall not constitute disciplinary action. Where temporary loss of an EMT or Paramedic certification is for reasons specific to EMT or Paramedic training or duties and does not involve general misconduct that would lead to serious disciplinary action (suspension without pay or greater) or would otherwise impair the employee's ability to perform Firefighter duties, the employee shall be assigned to Firefighter duties during the period of such temporary suspension of his EMT or Paramedic certification.

K. Promotions

Promotions to the ranks of Engineer, Lieutenant and Captain shall be made on the basis of examination, merit and seniority in service. Examinations shall be administered every three years or sooner if the posted list is exhausted. Total scores shall be posted with the preliminary promotional eligibility list not later than thirty (30) days after the last component is scored. Promotions shall be made in order of the candidate's ranking on the final promotional list in effect when the vacancy occurs.

1. Any employee desiring to take the promotional exam for Engineer, Lieutenant or Captain must meet the following criteria:

- a) Engineer: Illinois State Certified Fire Apparatus Engineer, Illinois State Certified Firefighter III (Advanced Firefighter), Illinois State Certified Fire Service Vehicle Operator (FSVO), Bedford Park Fire Department approved relief driver and have five (5) years of fire department seniority. Employees must meet these qualifications by the date of the written exam to be qualified to challenge the test. Individuals must complete NIMS 300 within one year of being promoted.
- b) Lieutenant: Illinois State Certified Fire Officer I/Company Fire Officer, Illinois State Certified Fire Apparatus Engineer, Illinois State Certified Firefighter III (Advanced Firefighter), Illinois State Certified Fire Service Vehicle Operator (FSVO), Bedford Park Fire Department approved relief driver (if not an Engineer) and have ten years of Fire Department seniority. Employees must meet these qualifications by the date of the

written exam to be qualified to challenge the test. Individuals must complete NIMS 300/400 within one year of being promoted.

- c) Captain: Illinois State Certified Fire Officer II/Advanced Fire Officer, Illinois State Certified Fire Apparatus Engineer, Illinois State Certified Firefighter III (Advanced Firefighter) and have fifteen (15) years of department seniority including at least three (3) years at the rank of Lieutenant. Employees must meet these qualifications by the date of the written exam to be qualified to challenge the test. Individuals must complete NIMS 300/400/800 within one year of being promoted.

2. Components and Weights. The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations consisting of the following four components weighted as specified:

- a) Written Test - 40 points
- b) Assessment Center - 40 points
- c) Chief's Appraisal - 10 points
- d) Seniority - 10 points

3. Components

- a) Written Exam. The written examination shall consist of questions that are job related and validated. The examination shall be administered by a qualified independent testing agency. Candidates must achieve a score of 70 or above (out of 100) to be eligible for the Assessment Center.
- b) Assessment Center. The examination shall be administered by a qualified independent testing agency. The Agency shall establish a reasonable pass/fail score for the assessment center. Panel members utilized on any Assessment Panel shall be agreed upon jointly by the parties between thirty (30) and sixty (60) days prior to the test date. If the parties fail to agree they shall follow the procedures of 70 ILCS S 742/50(h). The assessment center process shall consist of three (3) exercises which are rank appropriate that may include, but not be limited to: group exercise, teaching exercise, pumping exercise, tactical exercise, in-basket exercise and employee counseling exercise. The items included in the assessment center process shall be identified at the time the promotional exam notice is posted.
- c) Chief's Appraisal. The Chief's appraisal shall be based on three criteria: (1) job performance, ability and attitude; (2) request for and acceptance of additional job responsibilities and appropriate performance of them; and (3) fire service education achievement, including certification in subjects and skills related to the fire service. The Chief shall award points to all

candidates who pass the written exam and assessment center without any prior knowledge of scores achieved on those exams. The independent testing agency at the same time shall inform the Chief and the Union only of the names of candidates who passed both exams.

- d) Seniority. Candidates shall be awarded a maximum of ten (10) points of the total promotional examination score for seniority. Seniority points shall be calculated by awarding each candidate one (1) point for each year of seniority in the Fire Department according to the following:

Engineer: one point for each year for year 6 through year 15.

Lieutenant: one point for each year for year 11 through year 20

Captain: one point for each year for year 16 through year 25

- e) Engineer's Preference. Upon completion of all four components of the Lieutenant test, the fire department will post the preliminary promotion list. Persons challenging the Lieutenant test who hold the rank of Engineer shall receive five (5) bonus points.
4. Veteran's Preference. Upon completion of all four components of the test, the Fire Department will post the preliminary promotion list. Persons on the list who are serving or who have served in a branch of the United States military and who have not been dishonorably discharged will be eligible to request 1.5 veteran's preference points. The 1.5 point request must be made in writing within ten days of posting of the preliminary promotion list and appropriate documentation proving service and discharge status, if applicable, must be attached. The Veteran's preference of 1.5 point may be awarded only once over the course of a person's career with the Department.
 5. Final Promotion List. The final promotion list, containing total scores augmented by veteran's preference points will be posted no more than 15 days after the posting of the preliminary promotion list.
 6. Disclosure. All scores from each component of the testing process shall be made available to a candidate or the Union and a representative of management at the same time.
 7. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, the granting of a disability or retirement pension or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest

ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once, for the shortcomings in work performance or misconduct that occurred prior to the first time that individual was passed over. The highest ranking person may be passed over again, however, for substantial shortcomings in work performance or misconduct that occurs after the previous time that person was passed over. Any person who has been passed over and is subsequently appointed shall be on probation for twelve (12) months. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure in Article V of the Agreement.

8. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

9. Extended Medical Leave

In the event a ranked member of the Department (Captain, Lieutenant or Engineer) is placed on extended medical leave with no definite date for return to duty, leaving the Department with less than the budgeted number of ranking personnel available for regular duty, the Department, in the interest of maintaining efficiency of operations, shall have the option to promote to fill the operational vacancy in affected rank(s) when it believes there is an operational need to have the full complement of ranked personnel available for duty. When such a determination is made the following procedures shall be followed:

- (a) The Department shall promote to the vacancy in the affected rank the top ranked individual on the applicable promotion eligibility list. In the event the incumbent returns to duty after the promotion referred to above and without any other incumbent vacating the rank for any reason in the interim, the Department may, in the exercise of its discretion, elect to lay off the promoted individual and return him to his previous rank in order to maintain the budgeted number in the affected rank. The Department shall provide at least fifteen (15) days written notice of the layoff to the Union.
- (b) The laid off employee shall have priority for recall to fill the next vacancy in the rank affected over any employee on an existing or new promotional list. Such action shall be treated as a Recall under Article VIII, Section F of the Contract.
- (c) Any employee recalled to a promoted rank under this procedure for the purpose of progressing through the applicable Salary Grade for the affected rank shall retain the time spent in the rank prior to being laid off (i.e., if he spends six (6) months in the rank before being laid off), upon being recalled he will be deemed to have completed six (6) months in the applicable Step in the Salary Grade.

(d) The provisions of this Paragraph in this Agreement shall be deemed to have satisfied the Village's bargaining obligations under Article VIII, Section F of the contract.

10. Recertification

Any certification(s) needed for promotion to a particular rank must be maintained after the employee is promoted. Failure to maintain a required certification will result in demotion to the last tested position that was held by the individual and for which he or she still possesses all required certifications.

L. Outside Employment

1. No employee shall be permitted to work on a paid basis for any other fire department or fire protection district within 12 hours of beginning a shift. Any employee who engages in secondary employment shall provide basic information about that employment to the Village. That information shall include: (1) the name address and telephone number of the employer; (2) the nature of the work performed; and (3) the approximate number of hours per week worked.

M. Annual Evaluations

Annual evaluations of employees shall be completed no later than December 1 of each year.

**ARTICLE VII
WAGES & BENEFITS**

A. Salaries

Employees covered by this Agreement will be paid on the basis of the salary schedule and longevity schedule attached hereto as Appendix A. Employees who may assume the duties of a higher rank will be compensated in accordance with Appendix A.

1. Each employee shall be able to designate the institution to which payroll deposits will be made so long as the institution is located in Illinois and changes are not made more than once per calendar year.
2. All retroactive payroll corrections shall be paid as a lump sum. Retroactive checks for this contract shall be in a separate check. Reasonable efforts will be made to ensure that monies are paid within thirty (30) days after signing the contract.

B. Fringe Benefits

1. Holidays

The following shall be recognized as holidays:

New Years Day	President's Day	Easter
Memorial Day	Fourth of July	Labor Day
Thanksgiving	Christmas Day	Employee's Birthday

Fire Inspectors will receive the time off for the above-specified holidays.

The following paragraph is effective through 2017 only and shall not be in force or effect thereafter, and provided further, there shall be no carryover of "Holiday Flextime" into 2018:

Employees will be paid twenty-four (24) additional hours, based on their regular hourly rate, for hours worked on a holiday. Employees shall not be paid for holidays not worked. As additional compensation for holidays, all employees shall receive thirty-six (36) hours of time due (forty-eight (48) as of January 1, 2015). Time off taken shall be deducted on an hour-for-hour basis unless the time off necessitates requiring another firefighter to work on an overtime basis in which case the time used shall be deducted from time due on a ratio of 1.5 to 1. All time due must be taken by December 31st or it is lost. Time due may not be taken on recognized holidays or the following dates: Christmas Eve, New Years Eve, Mothers Day, Fathers Day, Good Friday. Only one employee shall be allowed time off under this provision. A maximum of one (1) slot shall be available in which to schedule time off under this provision. Such time off may be taken in increments of either twelve (12) or twenty-four (24) hours. All requests to take time due received by 3:30 of the prior shift shall be considered timely. In the event more than one request has been timely submitted, approval shall be granted on the basis of seniority.

Effective January 1, 2018, employees will be paid eight (8) additional hours of pay, based on their regular hourly rate, for holidays not worked, but not if he works an incomplete shift; and twenty-four (24) additional hours, based on their regular hourly rate, for hours worked. An employee who does not work a holiday will be entitled to holiday pay only if he works the entire last scheduled day before and the entire first scheduled day after the holiday.

2. Vacation

a) Vacation Accrual

An employee shall receive paid vacation time on the following schedule and total years of service rendered to the Village:

- One (1) full year but less than five (5) full years-five (5) work days (8-hour employees - 10 work days).

- Five (5) full years but less than ten (10) full years-seven (7) work days (8-hour employees - 15 work days).
- Ten (10) full years but less than fifteen (15) full years-ten (10) work days (8-hour employees 20 work days).
- Fifteen (15) full years but less than twenty (20) full years-twelve (12) work days (8-hour employees - work days).
- Twenty (20) full years but less than twenty-five (25) full years-thirteen (13) work days (8-hour employees - 28 work days).
- Twenty-five (25) full years but less than thirty (30) full years-fourteen (14) work days (8-hour employees 30 work days).
- Thirty (30) full years and beyond-fifteen (15) work days-8-hour employees - 33 work days).

Vacation days cannot be accumulated year to year.

b) Vacation Scheduling

Vacations selections shall begin no later than October 1. Choice of vacation time shall be seniority, beginning with the highest seniority employee. Employees will only be allowed two work days to complete their vacation picks. Once the employee's vacation picks have been made, they cannot be changed until all other employees have made their picks. A maximum of four individuals will be allowed to be scheduled off, including Kelly days, on any given day. Vacation days can be taken one day at a time. One (1) Captain or Lieutenant (or 2 Lieutenants if the Captain is absent) as Shift Commander, one (1) Engineer and one (1) additional Lieutenant or Engineer must be on duty at all times so that there is a company officer at each house and a Shift Commander. A minimum of five (5) employees certified as EMT-P's (of which four shall be Firefighter/EMT-P's) must be staffed at all times. The remaining balance of EMS personnel may schedule vacation days as long as the minimum staffing requirement is met. Staffing levels must comply with the staffing provision of this Agreement. Employees that are promoted, who have existing vacation days that conflict with the above rules, must reschedule the days in accordance with this Article.

Employees assigned to 40-hour work week will be able to take vacation days as needed, in 8 hour increments. Each 24 hour vacation day can be divided into three 8-hour days. Employees may not carry fractions of days back over once they return to the 24/48 schedule. Previously scheduled vacation days will be honored with three 8-hour days off. Employees needing additional or different days off will file the proper vacation request form showing the change - which day is

cancelled from the shift vacation schedule and which three 8-hour days they are requesting in return.

Employees receiving additional vacation days in that calendar year will be able to schedule their additional days for the period measured from the employee's anniversary date through the end of the year, by hiring date (month and day), after the vacation scheduling is complete.

c) Vacation Changes

Prior to a vacation change request, if two or more individuals are already scheduled off on a continuous illness, disability, military leave or other type of leave, such as absences beginning with the second absence will reduce the maximum personnel allowed off for that given day. If an individual is placed on continuous illness or disability, after a vacation day been taken or assigned, the maximum number of personnel allowed off will be increased by that number. Vacation changes must be approved one (1) work day in advance. Individuals will be allowed to request a change of their vacation schedule, as follows:

- Five (5) vacation days, two (2) changes
- Seven (7) vacation days, three (3) changes
- Ten (10) vacation days, four (4) changes
- Twelve (12) vacation days, five (5) changes
- Thirteen (13) vacation days, six (6) changes
- Fourteen (14) vacation days, seven (7) changes
- Fifteen (15) vacation days, eight (8) changes

d) Vacation Payout

No additional payment of salary will be made in lieu of vacation time unless off on a leave of absence, scheduling needs preclude the employee from using all vacation time or as otherwise stated in this Agreement.

3. Uniform Allowance

a) Protective Clothing

The Village will provide all department approved protective clothing at no cost to the employee. Unserviceable or damaged protective clothing shall be repaired or replaced through the department Quartermaster system. All reasonable efforts shall be made by the Village to provide new equipment, or replace equipment, as soon as possible. Turn-out gear includes but is not limited to:

- 1-Bunker/Turnout Coat
- 1-Bunker/Turnout Pants
- 1-Pair Firefighting Bunker Boots
- 1-Helmet with eye shield
- 1-Pair Leather Firefighting Gloves
- 1-Nomex Hood
- 1-Pair Extrication gloves (shall not be used for firefighting)
- 1-SCBA mask, frames and prescription lenses and bag
- 1-CBRN air purifying mask
- 1-25 ft. piece of webbing

and any items required by Federal Safety Standards under NFPA 1500.

i) Clothing

Initial Issue. The Village will provide all initial departmental approved station uniforms at no cost to the employee. The initial department approved station uniform issue shall consist of the following:

- 2-Short Sleeve Work Shirts
- 2-Collared Sweatshirts with zipper
- 5-Pair of Work Pants
- 5-Short Sleeve T-shirts
- 2-Long Sleeve T-shirts
- 1-Department Jacket
- 1-Black Leather Belt
- 1-Pair Work Shoes or Boots
- 5-Pair Socks
- 1-Sweatpants
- 1-Workout Shorts
- 1-Watch cap

The new employees shall be responsible for purchasing their Class A dress uniform after completion of their first year of service excluding badges. The Fire Department Class A uniform shall consist of:

- 1-Dress Blouse
- 1-Dress Pants
- 1- Dress Shirt(short sleeve)
- 1-Dress Shirt(long sleeve)
- 1-Dress Hat
- 2-Departmental Badges
- 2-Departmental Name Tags
- 1-Hat Badge
- 1-Pair Dress Shoes
- 1-Overcoat
- 1-Tie

- 1-Belt
- 1-Pair White Gloves

Lieutenants and Captains shall wear white shirts, Engineers shall wear grey shirts and all other ranks/positions shall wear navy blue shirts. All department patches shall be sewn on the left sleeve. The American flag with white trim shall be sewn on the right sleeve. Captains, Lieutenants and Engineers shall have sewn on collar rank insignias on both work shirts and sweatshirts.

The Shift Commander and Lieutenant or Acting Lieutenant shall wear a work shirt during business hours (7AM-4PM). Otherwise, department issued T-shirts will be the standard work shirt.

Routine cleaning and maintenance of station uniforms shall be the responsibility of the employee, except Lieutenants and Captains shall be allowed to have their work/dress uniforms laundered by a service designated by the Fire Department with the Village paying all costs for dry cleaning/laundry service. New employees hired will not receive a clothing allowance in the fiscal year in which they were hired. The new employee will receive their initial use of uniforms only. The Chief will replace uniforms of new employees in the fiscal year in which they were hired, if ruined during departmental functions, upon evaluation. Fundraising or company designated T-shirts may be worn with Chief approval.

ii) Annual Clothing Allowance

An annual clothing allowance account of Five Hundred Twenty-five Dollars (\$525) shall be credited to each employee for reasonable repair and/or replacement of station uniforms during the month of January. Effective 2017, the Allowance shall be increased to Five Hundred Fifty Dollars (\$550); to Five Hundred Seventy-Five Dollars (\$575) effective 2018; and to Six Hundred Dollars (\$600) effective 2019.

iii) Clothing Inspections

In March and September of each year the company officer shall complete a clothing inspection of his/her personnel. Upon conclusion of such inspections, employees will have five (5) work days to order items that were deficient. Failure to maintain proper uniform may subject the Employee to discipline.

iv) Uniform Changes

There shall be no revision, change or modification in the present uniform during the term of this Agreement unless agreed to by both parties.

v) Safety Glasses and Frames

1. Employees are eligible to purchase safety glasses and safety frames.
2. Effective January 1, 2017, the Village will pay up to a total of one thousand five hundred dollars (\$1,500.00) toward the cost of safety

prescription glasses and safety frames, not covered by insurance, for the period of January 1, 2017 through December 31, 2021. Employees must submit proof of cost and payment to the Village Treasurer for reimbursement.

3. The costs of any and all eye examinations shall be paid by the employee and shall not be incurred by the Village.
4. The Village will pay up to \$500 per employee for corrective vision surgery. Any employee who receives this payment will be ineligible to receive it again or to receive subsequent payment for eye glasses.

4. **Bereavement Leave**

- a) If death of a mother-in-law, father-in-law, brother, sister, grandchild or grandparents occurs, an employee covered by this Agreement, upon request, shall be excused for one (1) work day with pay. An Eight-Hour employee shall be excused for three (3) days with pay.
- b) If death of a spouse, child or stepchild occurs, an employee shall be granted three (3) work days' leave for an employee covered by this Agreement and five (5) days for Eight-Hour employees.
- c) If death of a mother, father, stepmother or stepfather occurs, an employee shall be granted two (2) work day's leave.
- d) In addition, employees who have unused vacation days and who represent to the Chief that returning to work following such a death would be a hardship, shall be permitted at the Chief's discretion to extend their leave by using up to two (2) vacation days. The Chief's permission shall not be denied unreasonably.
- e) If an employee is notified of the death of any family member listed under a, b or c of this section during his work day, the employee shall be relieved from duty with pay upon request, 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.
- f) An otherwise eligible employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason.
- g) When a death (not listed above) occurring in the employee's family causes a hardship, the employee shall be allowed to use one vacation day (not restricted by the manning requirements contained in this contract).
- h) With respect to bereavement leave pursuant to subsections (a), (b) or (c) above, taken on or after the effective date of this Agreement, such leave must be taken during the period commencing with the death of the relative

and extending through the date ten (10) business days from notice of death.

5. Health Insurance

The current medical insurance program and benefits shall remain in effect during the term of this Agreement unless mid-term modifications are accepted by the parties, provided that the monthly premium shall be divided between the Village and the employee as follows:

<u>Village</u>	<u>Employee</u>
85%	15%

In the event the Village grants to any Village employee better health insurance benefits than provided for herein, the Union may demand/request to bargain over said benefits. Upon demand/request, the Village shall meet and negotiate over possible change(s) to health insurance benefit. The Village shall be under no obligation to agree to any change or make any concession. If the parties are unable to agree on a change in insurance benefits, the Union shall not be entitled to appeal the dispute to interest arbitration but the Union shall have the right to preserve the dispute without prejudice to its rights to negotiate regarding health insurance in subsequent contract negotiations.

6. Dental Insurance

The current dental insurance program and benefits shall remain in effect during the term of this Agreement. The Village shall pay fifty percent (50%) of the annual premium for family and individual coverage.

7. Health and Dental Insurance Committee

The Village agrees to form an insurance committee that includes two members from Local 3571 along with similar representation from other employee groups. Where practicable, the Committee will meet in October and periodically thereafter, as necessary, to review insurance renewal options. Representatives from Local 3571 will be provided adequate opportunity for input into Committee discussions and recommendations before such recommendations are made.

8. Optical Insurance

Glasses or contact lenses lost or broken in the line of duty and not through employee carelessness shall be replaced by the Village at the full cost of repair or replacement.

9. Continuance of Health Insurance

In the event an employee dies, the Village will continue to provide health and dental insurance for that employee's dependents in accordance with the same terms and conditions as

otherwise would be applicable for a period of one (1) year, provided that the spouse does not remarry and the dependents are up to twenty-six (26) years of age. The spouse and dependents shall be able to purchase at full cost health and dental insurance after one (1) year, as provided by COBRA.

10. 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 and, if desired, for dependent coverage, at the employee's cost.

11. Health Insurance - Retirees

- a) To qualify for health insurance benefits, an early retiree must be at least fifty-five (55) years of age when he retires.
- b) Employees accrue points by adding their age together with the number of years of service with the Village.
- c) For any employee hired after 1968 and prior to the ratification of this Agreement, the Village shall pay a percentage of the early retiree's insurance premium until he reaches the age of sixty-five (65) based on the following schedule:

90% for 80 points
75% for 75 points
50% for 70 points

Employees hired after the ratification of this Agreement shall not be eligible for retiree health insurance; provided, however, this provision shall not: 1) be construed as a waiver of the Union's right to make proposals and to negotiate for a retiree health care benefit for new employees after they are hired and become members of the bargaining unit; or 2) relieve the Village of its duty to bargain in good faith as to such proposal.

For any employee hired in 1968 or earlier, the Village shall pay a percentage of the early retiree's insurance premium until he reaches the age of sixty-five (65) based on the following schedule:

100% for 80 points
75% for 75 points
50% for 70 points

- d) At the age of six-five (65), the Village shall pay 95% of the supplemental insurance for an early retiree who qualifies for the above schedule, except for employees hired in 1968 or earlier, for whom payments shall be at 100%.

- e) Spouse's insurance coverage will continue to be handled consistent with Village Ordinance dated October 3, 1985, Sections 3.A. and B.
- f) The Village shall enroll all bargaining unit employees in the Post Employment Health Plan of Nationwide Retirement Solutions, the cost of which shall be incurred by the employee in the amount of thirty (\$30) dollars per pay check through payroll deduction effective with the first payroll immediately following approval of the Agreement.

12. Life Insurance

The Village will provide \$100,000 of life insurance for each employee.

13. Sick Leave

- a) Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against a full day's loss of pay due to illness/injury of the employee, spouse or child and special circumstances approved by the Chief. Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided in this Article below. Sick leave shall be taken in a minimum of twenty-four (24) hour increments. If an employee leaves sick during the course of the shift, the employee will be charged hour for hour, rounded up to the next hour, for the remaining hours of the shift upon notification to their supervisor.
- b) Sick leave will be computed on the basis of twelve (12) hours earned on the first day of each month for a total of one hundred forty-four (144) hours per year. Sick leave may be accumulated to a maximum of ninety (90) shifts (2160 hours). If employment begins on or before the tenth day of the month, credit for the month will be allowed. If employment begins after the tenth day of the month, the employee will begin earning credit the first day of the following month. New hires may use sick leave, when necessary, after the first credit for sick leave is accrued.
- c) Employees requesting sick leave must call their supervisor or an on-duty supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. A certificate of illness from a medical doctor or licensed medical practitioner shall be required of twenty-four (24) hour shift employees to receive sick leave pay for more than forty-eight (48) hours sick leave in a calendar year, for more than forty-eight (48) consecutive hours (2 shift days) off work and for more than twenty-four (24) consecutive hours for 8 hour employees or where a pattern of excessive use is demonstrated, as described in D of this Article. These restrictions are necessary because the safety and effectiveness of the Department's service to citizens requires that a minimum complement of staff be present and able to respond to emergencies on a 24/7 basis.

Absences from duty jeopardize necessary staffing levels. A false report to your supervisor that you are "sick," when you are not, is a lie. Accepting payment for services not performed when you are absent from duty and not actually sick is a fraud on the taxpayers of the Village of Bedford Park. These are abuses that constitute a serious offense.

Alternatively, employees have the option to arrange short notice duty shift/Kelly Day trades in order to avoid the use of leave time to cover absences on account of family or personal illness.

- d) For purposes of the provisions contained within this Article, "abuse" of sick leave occurs when an employee requests sick leave when not actually sick for the reasons stated in Section A of this Article. At any time the Employer suspects abuse of sick leave, the Chief may request, at the Employer's expense, that the employee obtain a certificate of illness from a doctor of the Employer's choice, prior to returning to work. All such requests and appointments shall be made in a reasonable and timely manner. In addition, where an employee's use of sick leave demonstrates a pattern of use equal or greater than the use described in paragraph (b) of this Section, the Fire Chief shall be authorized to withhold payment of sick leave until and unless the employee comes forward with evidence establishing that his/her claim of sick leave is bona fide. Such evidence may consist of a certificate of illness signed by the employee's treating physician or medical practitioner, or a signed statement from occurrence witnesses; provided that any false evidence submitted shall subject the employee to a suspension from duty without pay for not less than thirty (30) days, or discharge.
- e) The parties agree that the following occurrences demonstrate a pattern of use that supports a reasonable suspicion of abuse:
 - i. Where an employee demonstrates a pattern of coupling sick days with vacation leave and/or Kelly Days off;
 - ii. Where an employee demonstrates a pattern of using sick leave in excess of three (3) days per calendar year in separate increments, without evidence of serious illness or injury in the form of a certificate of medical illness; or
 - iii. Where an employee demonstrates a pattern of failing to honor duty trade commitments by calling in sick.
- f) For the purpose of this Section, a "pattern" under (a) and (c) above shall be deemed to exist when an employee has two (2) or more occurrences in a rolling twelve (12) month period. An occurrence is defined as an incident where an employee uses sick leave for one or more consecutive days to recover from one illness or injury.

- g) Effective January 1, 2017, after accumulating 600 hours of sick leave, if the employee does not use any sick leave in one calendar year, seventy-two (72) hours shall be subtracted from their sick leave bank and credited to their PEHP account. If the employee uses one sick leave day (24 hours) in one calendar year, forty-eight (48) hours shall be subtracted from their sick leave bank and credited to their PEHP account. If the employee uses two sick leave days (48 hours) in one calendar year, no time shall be credited to their PEHP account.
- h) The Village shall compensate the employee for any unused accrued sick time, at termination of employment, by contributing 25% of unused sick time into the employee's PEHP account or paying the employee by check for 25% of unused sick time.

14. Physical Exam

Effective upon contract ratification, all employees shall participate in annual workplace respiratory testing for the purpose of determining fitness to safely utilize required SCBA gear. The respiratory testing shall conform to all applicable OSHA guidelines and requirements. In addition to the required components of workplace respiratory testing, employees will be offered the opportunity to have a chest X-ray. The chest X-ray is voluntary and the results will not be shared with the Department or the Village. The cost of the chest X-ray will be borne by the Village.

15. Immunizations

The Village agrees to pay all expenses for medical examinations, diagnostic tests, immunization shots or inoculations for members of a firefighter's family, when such becomes necessary as a result of said firefighter's exposure to contagious diseases in the line of duty.

16. Counseling

The Village shall provide counseling necessitated by a traumatic event occurring while in the performance of an employee's duty, such as air crashes, mass casualty incidents, deaths of children, etc., as the Chief, in his reasonable discretion, sees fit.

17. Family and Medical Leave

The Village shall comply with the requirements of the Family and Medical Leave Act.

Paid sick leave may be utilized in conjunction with unpaid leave under the FMLA to the extent it is available to the employee under other provisions of this Agreement. To the extent that additional leave is provided beyond the employee's paid allotment, it shall be unpaid leave, although employees may receive disability payments, if qualified.

An employee who learns she is pregnant shall seek timely medical advice as to when she will become unable safely to perform her job duties, giving due consideration to the safety of others. If the Village believes that the employee is or will become unable to safely perform her

job duties earlier than her doctor certifies, or otherwise disagrees with medical determinations of the employee's physician, it may require the employee to be examined by a physician of the Village's choice at Village expense. Any differences between the opinions of the two physicians shall be resolved through procedures in accordance with the FMLA.

If the employee has exhausted her FMLA leave and she is unable to return to work for medical reasons related to her pregnancy and childbirth, she shall be entitled to extend her leave for an additional maximum of three calendar months. In order to be eligible for an extension, an employee must request the extension in writing and submit written certification of medical necessity.

A 24-hour employee who is scheduled to work while his child is being born shall have the option of taking a sick day to attend the birth or, if he requests, a sick day the day after the birth. An 8-hour employee shall have the option of taking both the day of birth and the day after birth as sick days. No doctor's note is required.

18. Accommodations

The Village shall comply with all federal and state laws entitling employees to leaves of absence and workplace accommodations. In doing so, to the extent permitted by law, the Village shall make no accommodations that interfere or impair the rights of other bargaining unit employees; shall use all reasonable efforts to minimize overtime costs and upon request, shall meet and negotiate with the union to develop procedures to achieve these goals.

19. Service Benefit

A pre-retirement service benefit shall be offered to employees in accordance with Village Policy No. 654, amended 8/20/97, except that the benefit shall be \$200 per month. An employee who gives the Village 30 months advance written notice of retirement shall receive salary increases of ten percent in each of his last two years of employment. Alternatively, an employee who gives the Village 18 months advance written notice of retirement shall receive a salary increase of twenty percent in his last year of employment. The increase shall be over the employee's salary in the previous full year of employment. This increase is in lieu of and replaces the otherwise applicable retirement benefit of \$200 per month during the last year of employment. An employee who gives either 30 or 18 month advance written notice of retirement shall also receive 3 points toward his retirement health insurance reimbursement. The employee must use all accrued vacation time prior to retirement; such time will not be paid for as a cash benefit. The benefits described in this paragraph are available so long as employees do not participate in the Downstate Pension Fund. Failure of the employee to retire when promised shall result in the employee being required to repay any benefits received under this provision.

20. Fire Inspectors

See Appendix D.

21. 7(g) Compensation

As provided for in the Fair Labor Standards Act (FLSA) Section 7(g), when an employee works an assigned and approved voluntary, non-firefighting off duty assignment in the areas of:

- Child Passenger Safety Seat Technician; or
- EMS; or
- Fire Department Training; or
- Fire Investigator; or
- Hazardous Materials; or
- Communications and Computers; or
- Public Relations and Education; or
- SCBA; or
- Fire Prevention; or
- Vehicle and Equipment Maintenance; or
- Building Maintenance; or
- Hose; or
- Uniforms and Turnout Gear; or
- Health and Safety officer; or
- Extinguishers; or
- The operation of equipment in a parade; or
- Any other non-firefighting activity, he shall be compensated at the following rate:

Hourly Rate	Overtime Rate
\$20.00	\$30.00

These categories can be modified for legitimate reasons following notification and discussion with the Union.

In the event equipment is utilized in a parade with on duty personnel, the equipment shall be deemed to be in service.

22. Non-Pyramiding

Compensation shall not be paid more than once for the same hours of employment under any provision of this Agreement. This provision shall not be interpreted to override holiday benefits specified in Article VII (B. 1) or to change any current pay practice or benefit.

**ARTICLE VIII
HOURS OF WORK AND OVERTIME**

A. Hours of Work

Hours of work shall be twenty-four (24) consecutive hours on duty, followed by forty-eight (48) consecutive hours off duty.

A Kelly Day (i.e., a shift that would otherwise be a 24-hour duty day) shall be scheduled every 11th shift. The initial order by which employees assigned to a shift shall be assigned Kelly Days and individual FLSA work periods shall be according to a reasonable procedure specified by the Chief. Employees may voluntarily trade scheduled Kelly Days with other employees on the same shift provided that such trade complies with Policy 5.4 and does not require the hire back of personnel or impose any increased cost to the Village. The employee initiating the trade shall provide the Chief or his designee with written notice of the trade on the approved form no later than the duty shift prior to the trade. An employee who accepts a Kelly Day in trade shall not be permitted subsequently to trade that day. An employee whose shift is changed will be assigned the Kelly Days of the employee whose position he is filling on the new shift.

No employee shall work more than seventy-two (72) consecutive hours without twenty-four (24) hours off. If an employee is prohibited from taking a draft as a result of this rule, he shall maintain his place on the draft list.

Fire Inspectors on an eight (8) hour per day work schedule will receive overtime after forty (40) hours in a regular seven (7) day work period and shall be paid one-and-one-half (1-1/2) times his regular rate of pay.

B. Normal Work Cycle

The normal work cycle for employees assigned to 24-hour shifts shall be 17 days. For FLSA purposes, each employee's work cycle shall be established so that the employee's Kelly Day (i.e., every 11th duty shift) starts at 7:00 p.m. on the duty shift of the 18th day of his work cycle and ends at 7:00 p.m. on the first day of the succeeding work cycle. If the duty shift starting time is changed, the employee's work cycle for FLSA purposes shall be adjusted accordingly. As a result of this work cycle no employee will work a scheduled shift that will qualify him to receive FLSA overtime pay.

C. Duty Exchange

Duty exchanges pursuant to the following shall not affect and may not be relied upon as justification to modify or depart from staffing provisions provided in Article IX, below. Two types of duty trades are recognized under this Agreement: the exchange of an entire tour of duty (24 hours) and the exchange of a partial tour of duty. In order to qualify for a duty trade under this Agreement, the partial tour of duty must be a minimum of two (2) hours up to a maximum of twelve (12) hours. No other duty trade or exchange is recognized under this Agreement.

1. Duty Shift Trades

a) Provisions applicable to trades of both entire and partial tours of duty:

Duty exchanges are voluntary between the affected employees and not at the request of the Fire Department and are not due to the business operations of the Fire Department. All approved duty exchanges must be paid back within one year's time, must occur before the effective date of an employee's promotion or assignment to a position not covered by this Agreement, and the repayment shall be in equal working hours. The Fire Chief may grant an extension when

warranted. In the event the trade is not paid back within one year's time, no additional compensation will be due to the employee. Trade days may be open ended only in the case of personal or family illness or injury. Duty exchanges require a minimum of forty-eight (48) hours' notice, except that in the case of an emergency an employee may obtain a Chief Officer's permission for an exchange with less than forty-eight (48) hours' notice. A minimum of five (5) employees certified as EMT-P (of which four (4) shall be Firefighter/EMT-P) must be staffed at all times. Duty exchanges will not result in an increase in pay. Employees may not trade tours if it would result in an employee working on his or her birthday, and before the effective date of an employee's promotion or assignment to a position not covered by this agreement except a longer time may be granted by the Fire Chief when warranted and such repayment shall be in equal working hours. Trade days may be open ended only in the case of personal or family illness/injury. Employees will track days owed and not the Department. If the trade day is not paid back in one year's time, no addition compensation will be due to the employee. In case of emergency, the employee may get a Captain's permission for duty exchange without a two (2) day minimum.

b) Provisions applicable to trades of an entire tour of duty:

There shall be no limit on the amount of trade days allowed. When signing a trade day, the employee accepts the responsibility for the traded day and will be docked for time not worked, if necessary. Persons working a duty exchange shall call in to the Shift Commander the night before to find out what house he/or she will be assigned to. They will be responsible for being at the correct house at 07:00. Change of day requests are final. They will not be subsequently traded. Duty exchanges may be cancelled with approval of both parties with at least seven (7) calendar days' notice. Duty exchanges involving persons that are on leave, where neither party has worked, and are more than thirty (30) days out, will be cancelled. If the change of day involves a holiday, the person working the holiday will receive the holiday pay for that day except where the holiday involved is the employee's birthday). Probationary employees shall not be eligible to trade work days within their first 90 days of employment. A minimum of five (5) employees certified as EMT-P (of which 4 shall be Firefighter/EMT-P) must be staffed at all times. The remaining balance of EMS personnel may trade their days with Firefighter/EMT-B's as long as the minimum staffing requirement is met. Staffing levels must comply with Article IX of this Agreement. Lieutenants (that are qualified to act up in the Captain position) and Captains may exchange duty days.

c) Provisions applicable to trades of a partial tour of duty:

All such time trades shall be logged in the appropriate station log to document the times, dates, and employees involved in the trade. Persons trading time must be of the same class/rank , except where otherwise provided in this Section. Time trading is a privilege for personnel. If at any time it conflicts with the effectiveness and/or the efficiency of the Fire Department the Captain shall revoke this privilege with approval of the Fire Chief. The employees involved in

the time trade must have prior approval of their Lieutenants. Personnel must remain on duty until their trade relieves them. Personnel must receive the Company Officer's approval before being released and must check in with the Company Officer upon returning for duty. Persons returning for duty must be fit for duty. Persons returning not fit for duty will be sent home without pay and dealt with according to established policies, procedures and/or conduct standards. Time trading is allowed during all hours of the workday. However, no employees will be allowed to leave or return to work after 22:00, except if they are in school. Time trades between 05:00 and 07:00 are allowable under special circumstances. However, leaving work early should not become a regular occurrence. Trade time is not to affect the daily schedule. Trades may not interfere with special schools or training exercises sponsored by the Fire Department. Hour-for-hour requests must be turned in to the company officer no later than roll call of the date of the request. Emergency or last minute trade requests must also be initialed by a shift commander. Last minute time trades to avoid a tardy are not allowed. Failure to follow these rules will result in the employee's time trading privileges being suspended for a minimum of six months. A minimum of five (5) EMT-P's must be staffed at all times. The remaining balance of EMS personnel may trade their time with Firefighter/EMT-B's as long as the minimum staffing requirement is met. Staffing levels must comply with Article IX. Lieutenants (that are qualified to act up in the Captain position) and Captains may trade time.

D. House and Routine Duties

House and routine duties shall be as per Fire Department procedures. Shopping shall be permitted during the routine work schedule. Meal time for shift personnel shall be for a minimum of one (1) hour, unless emergency calls preclude. The meal time shall be completed upon return of personnel from the call.

E. Call Back Pay

All employees covered by the terms of this Agreement who are called back to work from off duty as a result of an employee leaving for an emergency or for minimum manning purposes, shall be entitled to a minimum of two (2) hours payment at the overtime rate. Computation for overtime to begin when the employee reports at work. In the event the employee who left subsequently returns to work, the employee called back shall be released.

F. Layoff and Recall

The Village decisions to layoff or to recall employees from layoff shall be made in compliance with applicable law. Prior to implementing any involuntary layoff of any active Firefighter(s), the Village shall provide at least fifteen (15) days written notice to the Union together with a statement of the reasons supporting its proposed action. Upon request the Village shall negotiate with the Union as to its proposed layoff in accordance with its duty to bargain under the Act. Any layoff or recall action shall be implemented in accordance with the procedures of 65 ILCS §5/10-21-18.

G. Overtime Distribution

For any situation other than maintaining minimum manning, overtime shall be distributed by means of Fire Department seniority in order of the most senior to the least senior. Overtime shall be voluntary, irrespective of classification or rank, unless for operational needs the Department requires a particular classification or rank and cannot use an employee on duty or in an acting capacity. If no employee voluntarily accepts the overtime, the Chief or his designee has the right to assign the overtime. Employees on sick leave, disability or family leave shall not be allowed to sign up for overtime. Overtime distribution will be used for events such as parades, funeral detail, etc.

H. Holdover/Draft

1. Draft

In order to maintain minimum staffing, employees may be held over up to twenty-four (24) hours whenever staffing falls below any of the levels as defined in Article IX. Such overtime shall be distributed by means of a Draft List which shall be maintained on each shift, and such assignments shall initially be offered to persons on the off-going shift on the basis of their position on the list. The initial Draft List for each shift shall be in order of seniority. The employee next on the Draft List by seniority shall be responsible for working or finding someone to work for him in accordance with this provision. The shift officer (Captain) going off duty shall notify the responsible employee of the draft. That individual may find a volunteer to work for him from that shift by seniority or, if no one from that shift accepts the job, from another shift. Employees on vacation or on Kelly may be contacted for a Draft, only in the case of insufficient volunteers from the off-going shift. If unable to find a volunteer substitute, the employee will be required to take the draft. Whether the individual works or finds a substitute, he or she will have exhausted his/her turn on the Draft List. The individual who voluntarily substitutes for another on a draft will not lose his or her turn on the Draft List. An employee shall be ineligible for the draft if he is scheduled to work a trade day scheduled to work a time trade that is in the computer, is scheduled to be in a department sponsored school or class or by working the draft would put him over seventy-two consecutive (72) hours. Such employees shall be skipped and shall retain their place at the top of the list. At no time shall two employees of the same rank be allowed to staff the same apparatus except for firefighters or firefighter/paramedics (i.e., two Lieutenants on Engine 711). For the purpose of this provision this shall include not having a Lieutenant and Captain on the same apparatus. If there is an open Engineer spot or Acting Engineer spot, an Engineer or qualified firefighter will be allowed to accept the draft. If there is an open Lieutenant spot, an Engineer, Lieutenant or Captain will be allowed to accept the draft. Only a firefighter/paramedic can be drafted to fill a firefighter/paramedic vacancy. This does not exclude an engineer/paramedic, lieutenant/paramedic or captain/paramedic from being the paramedic on an ALS fire suppression company as long as there is a slot open for their rank position on the apparatus. The minimum number of positions as defined in Article IX, Section B) shall be maintained before any personnel are allowed to act in any capacity.

2. Holdover

Whenever an employee has to work beyond his 24-hour shift so as to complete his assignment (after 7:00 a.m.) he shall also receive time and one-half pay. However, the two (2) hour minimum will not apply. The person holding over shall be the next person on the overtime list, at that house, of the prior shift.

I. Overtime Rate

Employees who work overtime shall be paid overtime at a rate of time and one-half (1 ½) their straight time hourly rate. Such rate shall be computed by dividing the employee's annual base salary by the annual regular hours of work to which the employee is regularly scheduled as provided in Article VIII(A). For employees assigned to 24- hour shifts, the annual hours are 2656 (50.9 x 52). For employees assigned to 8-hour shifts, the annual hours are 2080 (40 x 52). Base salary includes the wages specified in Appendix A, certification differentials and longevity pay, if applicable.

J. Definition of Seniority

Seniority is an employee's continuous length of service as defined by his original date of hire of full time employment in the Fire Department. If two (2) or more employees were hired on the same day, their standing will be determined by the rank order on the eligibility list.

K. Transfer of Shift

Any shift change of a permanent nature can be made of personnel by the Chief, and the employee affected is compensated with at least forty-eight (48) hours off duty prior to the start of a new shift. If an employee requests a shift transfer he waives the possibility of not having the forty-eight (48) hours off duty prior to the start of a new shift. Any non-requested shift change shall not interfere with already established vacations.

L. 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 Fire Department shall establish a reasonable physical fitness program which shall include individualized goals. No employee will be disciplined for failure to meet any goals that may be established. Before a program can be established, it will be discussed with and maintained by medical professionals specializing in fire department fitness programs. The Fire Department shall abide by their recommendations. The program shall be part of the routine work hours, if time is available, at the sole discretion of the shift Lieutenant.

M. House Assignments

Lieutenants and captains will be assigned to a firehouse by the Fire Chief. All others shall have the right to pick assignments within their assigned shift by December 1st of each year based on their seniority in rank in the following order: Firefighter and Engineer. The Fire Chief may move personnel for legitimate operational reasons. Through the evaluation process, if an employee has been determined to have shortcomings in a certain area; the Fire Chief may make changes to the employee's house assignment in efforts to address operational needs.

**ARTICLE IX
STAFFING**

The Village and the Union agree that protecting the safety and health of the employees in their work demands the highest concern of the Fire Department. The safety standards as set forth in NFPA 1500, will be adhered to whenever possible by all parties. Manning will be in accordance with the following:

A. Section Fire Apparatus Staffing

The Village shall maintain in service two (2) Engine companies, one (1) Truck company, two (2) Advance Life Support Ambulance companies and one (1) Incident Commander. In support of their joint commitment to maintain safe working conditions the parties further agree to the following conditions:

1. The Fire Department exists, 24 hours of every day, to protect life, property and the environment. Department apparatus shall be staffed as follows with on-duty personnel. Personnel shall be detailed between stations if necessary to comply with the apparatus staffing and position requirements (i.e. hazmat tech., paramedic, approved relief driver, etc.). The Captain from the shift, who will be identified as Battalion 7, shall be responsible for completing the daily staffing assignments the shift day prior. If there is a need to move a member to another Fire House, the least senior qualified member will be moved. Personnel who were not at work the preceding shift day are responsible for knowing their house assignment upon return to work. If the Captain is scheduled off the next shift day, he shall assign a Lieutenant to Battalion 7. When the Captain is off-duty, the Lieutenant assigned to Battalion 7 shall complete personnel assignments for the next shift day. Apparatus shall be staffed as follows:

Daily Staffing	14
Apparatus	Apparatus Staffing
Battalion 7	1
Engine Station #1	3
Engine Station #2	3
Truck Station #3	3
Ambulance Station #1	2
Ambulance Station #3	2

2. Engine Company Staffing:

Engine companies shall be staffed as noted above. Each engine will be staffed with one Lieutenant or acting Lieutenant, one Engineer or acting Engineer and at least one Firefighter/EMT or Firefighter/EMT-P. When the Lieutenant assigned to the engine company is off (or acting up as Captain), an Engineer shall be assigned in their place to staff that apparatus as the company officer. When the Engineer assigned to the engine company is off (or acting up as Lieutenant), a Firefighter/EMT or Firefighter/EMT-P shall be assigned in their place to staff that apparatus as the acting engineer. A licensed system paramedic will be assigned to the engine company at Station 2 on a daily basis. Lieutenants and Engineers that are licensed paramedics can fulfill this requirement.

3. Truck Company Staffing:

The truck company at Station 3 shall be staffed as noted above. The truck will be staffed with one Lieutenant or acting Lieutenant, one Engineer or acting Engineer, and at least one Firefighter/EMT or Firefighter/EMT-P. When the Lieutenant assigned to the truck company is off (or acting up as Captain), an Engineer shall be assigned in his/her place to staff that apparatus as the company officer. When the Engineer assigned to the truck company is off (or acting up as Lieutenant), a Firefighter/EMT or Firefighter/EMT-P shall be assigned in their place to staff that apparatus as the acting engineer.

4. Ambulance Staffing:

Ambulances shall be staffed as noted above with licensed system paramedics.

5. Battalion 7 Staffing:

The on-duty Captain, or Lieutenant assigned to Battalion 7, will act as an initial incident commander at emergency incidents until relieved by a responding Chief Officer. Lieutenants shall be detailed to fulfill the above manning for the staffing of Battalion 7.

6. Call Backs:

Personnel reporting for a general alarm callback will report to their assigned station. Additional instructions will be provided by a Chief Officer or the on-duty Captain when needed.

7. Staffing for ALS Service

The parties agree that it is the objective of this agreement to provide the citizens of Bedford Park with the highest quality emergency fire suppression and Advanced Life Support (ALS) services. The parties further agree that this objective can be best ensured by staffing the Department with full time sworn certificated personnel certified as FF II and EMT-P who are hired from eligibility lists established by open competitive examination administered by the Village of Bedford Park.

8. Firefighter/Paramedic Staffing

The parties agree that it is the objective of their agreement in this Article to staff the Bedford Park Fire Department Ambulance Emergency Medical Service overall with at least twenty-four (24) full-time Firefighter/Paramedics.

B. Section Maintenance of Staffing

In the event of a manpower shortage of regularly assigned personnel, the minimum fire apparatus staffing required above shall be maintained by calling or holding over the required employees back to work and paying them according to this Agreement. Notwithstanding any other provision in this Agreement, if an insufficient number of employees accept the call in or the appointment, the Department may, at the discretion of the Fire Chief, take equipment out of service and reapportion personnel as needed.

**ARTICLE X
TUITION REIMBURSEMENT**

A. Fire Science Degrees

The Village of Bedford Park is fully cognizant of the value of formal education pertaining to the fire service which is available in addition to "on-the-job" training received by active members during their employment. In support of this recognition, the following formal education reimbursement program is offered. This Article sets forth the governing criteria in determining eligibility for tuition reimbursement. This applies to all personnel ("active members") except for probationary Firefighters.

The following rules and procedures govern tuition reimbursement requests.

1. Tuition expenses incurred prior to the time an employee becomes a full-time firefighter of the Village will not be reimbursed. Tuition expenses paid by others including veterans benefits, fire department scholarships, and the like will not be reimbursed.
2. Personnel who intend to apply for tuition reimbursement benefits must notify the Chief thirty (30) days prior to the start of school for budgeting purposes. Such approval may be refused at the Chief's discretion for budgetary or other bonafide reasons. In no event will reimbursement be provided absent prior approval in writing from the Chief for enrollment. The Chief will pre approve the class and then request approval from the Village. Such approval may be refused at the Village's discretion for budgetary or other bonafide reasons. Approval will be granted or denied within 30 days of its submission.
3. Personnel requesting to attend a course shall complete the training packet forms and submit the training packet to the Training Officer at least thirty (30) days prior to the start of the scheduled course. The Fire Chief will

notify the applicant within a reasonable time period if his/her request for training was approved or denied.

4. Upon completion of the course, the employee will submit the pre-approved authorization, paid tuition receipt and course grade to the Fire Chief indicating that a grade of "C" or better was obtained in a course for which a letter grade is awarded, or a grade of "pass" or its equivalent was obtained in a pass/fail course. The Chief will make determinations in the event alternative or different grading systems are used. This reimbursement will be given upon successful completion of the course.
5. Personnel must make their own arrangements for trading hours or requesting approved time-off to attend classes.
6. If the opportunity is offered by a college or university for personnel enrolled in a Fire Science program to test for proficiency in a Fire Science related course, the employee will pay the initial testing fee. Upon receipt of successful completion of the test, proof of payment, and the award of proficiency credit, the Village will reimburse the employee the actual amount paid for proficiency testing up to but not exceeding thirty dollars (\$30.00). If the employee did not pay for proficiency testing, or if proficiency testing was paid for from Village funds or from funds from another source other than the employee, the Village will make no payment under the Plan.
7. Personnel who intend to request tuition reimbursement shall apply for scholarships annually from the Illinois Fire Chief's Education and Research Foundation, or from any other source that might be available such as veterans benefits or scholarships offered by the school or college. The goal of the Plan is to make educational funds available to as many personnel as possible; this can be achieved with the added assistance provided by scholarships to offset our reimbursement expenses.
8. The Fire Chief will approve a maximum amount of tuition reimbursement not to exceed \$2000 per semester as defined by institution up to \$6,000 a year.
9. In order to qualify for tuition reimbursement, an employee must be enrolled in a regionally accredited university, college, junior college or other education program. The course or degree program being undertaken must be in a Fire Science related field.
10. The Village shall have no obligation to reimburse employee for any educational expenses should the employee terminate employment with the Village before satisfactory completion of such course work or program. Should the employee's employment with the Village terminate for any reason, with or without cause, less than twenty-four (24) months after the

reimbursement by the Village of any expenses under this Article, the employee shall repay such reimbursement to the Village in the amount determined as follows:

From the date of payment:	Amount:
0-12 months	100%
13-24 months	50%
25+ months	0%

B. Optional Courses

Personnel that possess Firefighter II (Basic) Certification shall be approved to attend the following courses. Such approval may be refused at the Chief's discretion for budgetary or other bonafide reasons.

- Hazardous Materials Operations
- Hazardous Materials Technician
- Technical Rescue Awareness
- Firefighter III (Advanced)

Personnel that possess the above certifications under the Firefighter II category shall be approved to attend the following courses, provided that, in order to be approved to attend Fire Officer courses subsequent to May 3, 2018, the individual must have completed the Vehicle/Machinery Extrication – Operations and Rope Rescue – Operations courses. Such approval may be refused at the Chief's discretion for budgetary or other bonafide reasons.

- Fire Apparatus Engineer
- Fire Instructor I
- Fire Prevention Principles
- Tactics & Strategy I
- Leadership I
- Leadership II
- Hazardous Materials Chemistry
- Emergency Response to Terrorism Basic Concepts
- Incident Response to Terrorist Bombings

COBRA WMD Hazardous Material Technician

Vehicle & Machinery Extrication - Operations and Technician

Confined Space Rescue - Operations and Technician

Structural Collapse - Operations and Technician

Trench - Operations and Technician

Rope Rescue - Operations and Technician

Instructor II

Fire/Arson Investigation

Hazardous Materials Incident Command Course

Any other courses or seminars that are posted at each firehouse that are deemed appropriate for the purpose of improving the professional standing of an employee or the Department.

Engineers and Lieutenants shall be approved to attend the following Fire Officer II courses. Such approval may be refused at the Chief's discretion for budgetary or other bonafide reasons.

Tactics & Strategy II

Management III

Management IV

Lieutenants and Captains that possess Fire Officer II Certification shall be approved to attend the Fire Officer III Certification Program. Such approval may be refused at the Chief's discretion for budgetary or other bonafide reasons.

Personnel requesting to attend a course shall complete the training packet forms and submit the training packet to the Training Officer at least thirty days prior to the start of the scheduled course. The Fire Chief will notify the applicant within a reasonable time period if his/her request for training was approved or denied.

Personnel that attend optional courses are required to complete Certification under the guidelines of the Office of the Illinois State Fire Marshall (if certification is applicable) prior to attending additional optional courses.

C. Continued/Mandatory Education

All tuition and expenses for approved continued education and/or mandatory courses as designated by the Chief for personnel shall be paid in full by the Village at the time of

registration. Employees required to attend the aforementioned classes during their off duty time will be paid at one and one-half (1-1/2) times their normal rate of pay. Personnel will not be entitled to overtime compensation for any courses that are not required by the Fire Chief.

Employee will be allowed time off during his scheduled work day to attend aforementioned classes unless minimum manpower requires him to get a substitute to take his place during class times.

D. Posting of Classes and Seminars

The Village shall post on bulletin boards located at both firehouses announcements of courses or seminars that the Fire Department is notified of, which are either mandatory for a segment of the staff, or are deemed appropriate for the purpose of improving the professional standing of an employee or the Department. Announcements that are not posted will be provided to the President of the Union.

ARTICLE XI DUES CHECK-OFF/FAIR SHARE

- A. Upon receipt of a signed authorization from an employee in the form set forth in Appendix , the Village agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly dues and uniform assessments (which may include a uniform amount to cover house dues if the Union so elects). The Union will notify the Village in writing of the amount of the uniform dues or uniform assessments to be deducted. Deductions shall be made every Village payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Union no later than fourteen (14) days following the last deduction of the month.
- B. It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all employees who are beneficiaries of said Agreement. To this end, if an employee does not join the Union, such employee will:
 - 1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; OR
 - 2. Pay directly to the Union a like sum.
- C. In the event such an authorization is not signed or such direct payment made within thirty (30) days following the commencement of employment of the employee or the effective date of this Agreement, whichever is later, the Village will deduct the fair share fee in payments of equal installments.
- D. The Union agrees to indemnify and save the Village harmless against any liability, including all claims, demands or suits, which may arise by reason of any action taken or not taken by the Village in complying with the provisions of the Article, including reimbursement for any legal fees or expenses incurred in connection therewith.

- E. The Village agrees to notify the Union promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of Section C above and, if the Union so requests in writing, to surrender claims, demands, suits or other forms of liability.
- F. The parties expressly recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided for in the Illinois Public Labor Relations Act and also the right of a non-member to challenge the amount of the fair share fee in accordance with the applicable legal procedures.

ARTICLE XII MISCELLANEOUS

A. Committees

1. Available openings to committees shall be posted for a minimum of two (2) weeks at each firehouse. Each committee opening shall list the minimum qualifications to be able to apply for the committee. Qualifications shall be based on objective criteria, including but not limited to possession of certification in a skill related to the committee.
2. Appointment to a committee shall be based on qualifications and seniority. If all applicants possess substantially the same qualifications, seniority shall determine selection. Employees will not be allowed to bid for positions on more than one committee until all qualified employees have passed on committee vacancies.
3. When a new committee is created, employees shall have an opportunity to become part of the committee based upon qualifications and seniority.
4. Employees may be removed from a committee for lack of participation. Employees removed from a committee due to lack of participation shall be disqualified from other committee positions for one (1) year.
5. The Village reserves the right to eliminate committees and replace them with persons hired into new positions.
6. For personnel assigned to committees that are dissolved by the Department, members will receive credit during that testing cycle for serving on the committee(s) prior to it/their being dissolved.

B. Health and Safety Committee

There shall be a Health and Safety Committee for the purpose of discussing and making recommendations relative to the health and safety of the employees covered by this Agreement including reviewing all accidents. The committee shall be chaired by the Safety Officer who shall be responsible for preparing an agenda for each meeting. The Fire Chief shall appoint two (2) members and the Union shall appoint two (2) members of the Committee. Notices will be posted on the Departments bulletin boards a minimum of three (3) days prior to the Committee's

meetings. Minutes of the meetings shall be posted on the bulletin boards for a minimum of three (3) days.

C. Labor - Management Committee

The Village and the Union mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held at least quarterly, when mutually agreed to in advance between Union representatives and representatives of the Village. Such meetings should be requested at least seven days in advance by either party by placing in writing a request to the other for a "Procedural committee meeting" and providing the agenda for such meeting.

Such meetings and locations shall be mutually agreed to before being held and the purpose of any such meeting shall be to discuss matters of procedure that do not involve negotiations. The President of The Union may invite one or two other employees to attend such meetings. The Chief may invite other Fire Department or Village representatives to be present at such meeting. This section is not applicable to any matter that is being processed, or is subject to being processed, pursuant to the grievance procedure. It is understood that there shall be no compensation for such meetings unless the employees are on duty.

D. Health Insurance Committee

The Village and the Union shall establish a Committee to develop mutually agreed upon post-employment health (VEBA) account or HAS account. Such accounts shall be funding in compliance with IRS rules and regulations with monies as may be agreed from unused paid time off (such as sick time, vacation, and/or other sources).

The Committee shall also review the existing health insurance benefits and work to develop alternatives. The Committee shall investigate, analyze, develop, and thereafter make a formal recommendation to the Village regarding other initiatives intended to incentivize insurance benefit plan participants to live healthier lifestyles and to choose healthcare options that are more effective and produce better results (e.g., wellness programs/initiatives, process changes, plan design changes, cost sharing changes). The parties agree that a strong program to promote wellness of insured benefit plan participants is important to both improve quality of life for plan participants and control the cost of providing insured benefits requiring competitive bidding procedures, stimulating consumer awareness of price differences between needed services and products, stimulating employees to shop for the lower priced products and services of equivalent quality.

The parties also recognize that increasing premium costs are driven by higher health claim costs and that these costs are pushed up by price increases charged by providers of health care services and producers of health products and drugs.

The Committee agrees any recommendations will include (1) a pro-active wellness program and may include (2) market based HSA plans to promote price awareness and competition for health services and products.

It is the parties' intent to have such programs implemented prior to the 2019 health insurance plan renewal to be implemented January 1, 2019. To this end the Committee shall submit its recommendations no later than November 1, 2018, or such other date that the parties agree upon.

The Committee shall consist of four members, two appointed by the Mayor and two appointed by the Union President. Mutually agreed upon items and any recommended language shall be subject to approval of the Village Board and the Union but may be tentatively agreed upon during the course of negotiations.

E. Retirement/Separation Pay

The Village shall comply with all federal and state laws regarding final pay.

F. Light Duty

Employees shall be eligible for a light duty assignment when they are unable to perform full duty responsibilities due to a job related, non-job related illness or injury. The Chief, based on work availability, will make these assignments.

1. Job related illness, injury or disability

Employees with work related illness or injury may be assigned to light duty when their personal physician and the Department's Occupational Health physician clear them. Light duty for job related illness or injury will be based on availability of work that the employee is able to perform and the reasonable expectation that the employee will be able to return to full duty within 12 months. Employees will be allowed time off for doctor visits and physical therapy appointments. Noncompliance with an assignment to light duty may cause benefits to stop or be delayed.

2. Non-job related illness, injury, or disability.

Persons with non-job related illness or injury may request to be assigned light duty. Persons with non-duty related illness or injury will be eligible for light duty after they have used 10 sick days and/or vacation days. Light duty for non-job related illness or injury will be based on availability of work that the employee is able to perform and the reasonable expectation that the employee will be able to return to full duty within 12 months. Time not worked due to doctor visits or physical therapy will be deducted from employee's salary or charged against sick time.

3. Physical Requirements

Employees who are off due to an illness or injury, either work related or non-work related, are required to have a Fire Department Disability Report completed by their personal physician every 30-days and returned to the department. Employees off on disability or assigned to light duty must also visit the department's occupational physician every three months. The disability report will include any restrictions that are placed on the employee due to their illness

or injury. Employees must be able to walk without assistance, and must be able to drive an automobile before qualifying for any type of light duty. Effective for employees who go on leave after the effective date of this Agreement and who are not able to drive an automobile, they shall be eligible for assignment to light duty. Provided the employee has been medically certified as capable of performing light duty, has exhausted all other transportation options, and lives within thirty (30) miles of the Village, in the discretion of the Fire Chief the employee may be provided transportation by the Village to and from work. Light duty will be based upon a maximum of an 8-hour day, five days per week.

4. Restricted work duties

Light duty may include any or all of the following activities:

1. Assign to answer phones while inspectors are out on inspections;
2. Review and update files in the Fire Prevention Bureau;
3. Review and update files in the Training Office;
4. Computer input;
5. Perform limited inspections for the Fire Prevention Bureau;
6. Assist Training Department with classroom drills (no physical activities);
7. Clean and paint small tools;
8. Perform vehicle inventories;
9. Any additional duties that fall within the restrictions stated by employee's physician.
10. At no time shall employees assigned to light duty exceed the physical restrictions prescribed by the physician.

5. Duration

No light duty will extend beyond 12 months. After 12 months employee must be reevaluated to determine if he/she will be able to return to full duty or pension out.

6. Hours of work

Employees assigned to light duty shall report for work to the Chiefs office (or station #1 Lieutenant if there is no one in the office) at 0800 and work until 1600 (lunch from 1200-1300). Employees may be excused for doctor's appointments and/or physical therapy sessions if they return with proof of the appointment. While employees are assigned to light duty 40 hour work week they may at some time need to schedule vacations and/or sick time. Employees typically accrue sick time and vacation time in 24 hour increments. Employees shall continue to earn vacation and sick time in the same manner while on light duty.

7. Sick time

Because the employee's sick time bank is kept in total hours earned, 8-hour days will be subtracted from the bank as they are used. Employees will still need to fill out sick day forms for accounting reasons.

G. 457 Deferred Compensation Accounts

Employees shall be able to change their contribution rate twice per year and for a life changing event. If the Village changes capabilities through their payroll provider, the amount of changes may increase but shall not decrease.

H. Retraining

Consistent with Policy 9.9, personnel who have been off on an extended leave of absence, for any reason, shall be assigned up to sixteen (16) hours of retraining depending on the length of the leave. Persons ordered in for retraining on their own time shall be compensated. The Department may, in its discretion, assign employees to eight (8) hour duty to accommodate the retraining. The retraining must be completed prior to returning to shift duty.

**ARTICLE XIII
MAINTENANCE OF ECONOMIC BENEFITS**

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Union of its desire to change them. Upon such notification, and if requested by the Union, the Village shall meet with the Union and discuss such change before it is finally implemented by the Village. Any change made without such notice shall be considered temporary pending the completion of such negotiations. If the Union becomes aware of such a change and has not received notification, the Union must notify the Village as soon as possible and request to bargain if such discussions are desired. The failure of the Union to request bargaining shall act as a waiver of the right to such discussions by the Union.

**ARTICLE XIV
LEGALITY CLAUSES**

A. Savings

If any provisions of this Agreement are subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event, the parties shall, upon request of either party, meet promptly to commence negotiations on the question of whether any replacement language should be adopted for the invalidated Article, section or portion of this Agreement and, if so, what that language should be.

B. Ordinances

It is agreed by the parties hereto that no ordinance now in effect, or hereafter enacted or amended during the term of this Agreement, shall supersede or change any of the terms herein, during the life of this Agreement.

C. Preservation Of Statutory Workers Compensation Benefits

The Village shall not enact any ordinance, rule, or other law that bars or has the effect of barring the rights of employees injured in the line of duty from continuing to exercise their rights to file and have their claims heard and determined according to the provisions of the Illinois Workers Compensation Act (820 ILCS 30511, et seq.)

**ARTICLE XV
DURATION**

A. Term of Agreement

This Agreement shall take effect the date it is ratified by both parties (with exception to salaries which shall be retroactive to January 1, 2017) and shall remain in full force and effect until December 31, 2021. It shall be automatically renewed from year to year thereafter unless notice of intent to modify is given by certified mail by either party no later than one hundred twenty (120) days preceding expiration. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. The notices referred to shall be considered to have been given as of the date on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

B. Continuing Effect

In accordance with Section 14(l) of the Act, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure are continuing for a new Agreement or part thereof between the parties provided upon 10 days notice either party may terminate any term that constitutes a "permissive" subject of bargaining.

C. Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article IV.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20th day of December, 2017.

For the Employer:

Paul R. B...
Village President

Jenette Solis
Village Clerk

(SEAL)

For the Union:

Joseph C. McG...
President

Raymond...
Secretary

APPENDIX A

WAGES

1. Wages Schedule

Wages shall be paid in accordance with Appendix A – wage schedule

2. Longevity

Longevity payments for Captains, Lieutenants, Firefighters, Firefighter/Paramedics, Fire Inspectors and Engineers shall be as follows:

	2017–2021
<u>Years</u>	<u>Annual Longevity</u>
0-5	0
6	431
7	474
8	517
9	560
10	644
11	728
12	812
13	896
14	980
15	1,064
16	1,148
17	1,232
18	1,316
19	1,400
20	1,484

After twenty-five (25) years of service, the longevity payment shall be increased by \$500.

3. Acting Engineer, Acting Lieutenant, Acting Captain

The following provisions shall not affect and may not be relied upon as justification to modify or depart from staffing provisions provided in Article IX.

a) **Acting Engineer**

No later than one (1) year after the parties enter into this Agreement, all members considered for appointment as Acting Engineer shall be trained as a relief driver on the apparatus in which the classification needs to be filled and on the reserve engine. Acting Engineers of Fire Department vehicles shall be directly responsible for safe and prudent operation under all

conditions. Only members who are properly trained in the operation of the vehicle and meet the following criteria shall be relief drivers (excludes ambulances, cars and pickup):

1. Certificate as Firefighter II (OSFM) III (Advanced Firefighter)
2. Certification as Fire Apparatus Engineer(OSFM)
3. Possess a valid Illinois drivers license, Class B-non CDL or higher
4. Certificate as Fire Service Vehicle Operator(OSFM)
5. Completion of practical evolutions including driving exercises, pumping operations and aerial ladder/snorkel operations. These practical evolutions shall be completed yearly by the training department.

Selection shall be on a rotating basis of qualified relief drivers at that house. If there is a need to move a member to another firehouse, the least senior qualified member shall be moved. The department shall post a list of qualified relief drivers each year.

Members qualified to serve as Acting Engineer shall receive an annual stipend of Five Hundred Dollars (\$500).

b) Acting Lieutenant

Selection shall be first made from the Engineer regularly assigned from that house on that shift. If no Engineer is available at that house, selection shall be made by offering the assignment to the senior Engineer on that shift.

Engineers qualified to serve as Acting Lieutenant shall receive an annual stipend of One Thousand Five Hundred Dollars (\$1,500).

c) Acting Captain

Selection shall be first made from the Lieutenant regularly assigned from that house on that shift. If no Lieutenant is available at that house, selection shall be made by offering the assignment on a rotating basis from among the Lieutenants normally assigned to that shift. If no qualified Lieutenant is available, selection shall be made from the combined Lieutenant/Captain draft list.

Lieutenants qualified to serve as Acting Captain shall receive an annual stipend of Two Hundred Fifty Dollars (\$250).

4. Differentials

Paramedics shall receive a differential of Three Thousand Dollars (\$3,000) per year. After completion of ten (10) years of service, Paramedics shall receive an additional One Thousand Dollars (\$1,000) per year, for a total differential of Four Thousand Dollars (\$4,000). An employee employed before January 1, 2005, with a valid E.M.T. certification will receive a

differential of Seven Hundred Fifty Dollars (\$750) per year. F.F. III (Advanced) shall receive a differential of Five Hundred Dollars(\$500) per year. Individuals must maintain certifications as paramedic or EMT to receive stipend pay. An Engineer, Lieutenant or Captain who maintains certification as a Paramedic shall receive Two Thousand Dollars (\$2,000) per year.

Employees with a valid Hazmat Technician A certification shall receive a differential of \$400 per year.

Fire Investigators shall receive an annual differential of \$500 per year if they participate in Department and MABAS investigation groups. The Chief shall have sole discretion to choose six investigators.

APPENDIX A(1)

FIRE DEPARTMENT WAGE SCHEDULE

Applicable to Employees hired prior to 1/1/2017

2017

YR/Step	1	2	3	4	5	6
Firefighter \$	65,295	\$ 69,610	\$ 74,803	\$ 80,735	\$ 87,233	\$ 89,372
Engineer \$	92,006	\$ 93,386	\$ 94,755	\$ 96,122	\$ 99,486	
Lieutenant \$	108,776	\$ 110,339	\$ 111,907	\$ 113,473	\$ 115,047	

2018

YR/Step	1	2	3	4	5	6
Firefighter \$	67,090	\$ 71,524	\$ 76,861	\$ 82,955	\$ 89,632	91,830
Engineer \$	94,536	\$ 95,954	\$ 97,361	\$ 98,766	\$ 102,222	
Lieutenant \$	111,767	\$ 113,374	\$ 114,985	\$ 116,593	\$ 118,211	

2019

YR/Step	1	2	3	4	5	6
Firefighter \$	68,935	\$ 73,491	\$ 78,974	\$ 85,237	\$ 92,096	\$ 94,355
Engineer \$	97,136	\$ 98,593	\$ 100,038	\$ 101,482	\$ 105,033	
Lieutenant \$	114,841	\$ 116,491	\$ 118,147	\$ 119,799	\$ 121,462	

2020

YR/Step	1	2	3	4	5	6
Firefighter \$	71,003	\$ 75,696	\$ 81,343	\$ 87,794	\$ 94,859	\$ 97,185
Engineer \$	100,050	\$ 101,550	\$ 103,039	\$ 104,526	\$ 108,184	
Lieutenant \$	118,286	\$ 119,986	\$ 121,691	\$ 123,393	\$ 125,105	

2021

YR/Step	1	2	3	4	5	6
Firefighter \$	73,133	\$ 77,967	\$ 83,784	\$ 90,428	\$ 97,705	\$ 100,101
Engineer \$	103,052	\$ 104,597	\$ 106,131	\$ 107,662	\$ 111,430	
Lieutenant \$	121,835	\$ 123,586	\$ 125,342	\$ 127,095	\$ 128,859	

Captain In all cases Captains shall earn 3% more than Captain would have received as a Lieutenant in accordance with the schedule above.

In the event an employee is promoted to Engineer, and the Step 1 Engineer salary, when combined with stipend applicable to an Engineer P/M, is less than the base salary plus Paramedic stipend applicable to the employee prior to promotion, the newly promoted Engineer shall be paid at the Step 2 rate in the Engineer salary grade. In such case, the newly promoted Engineer shall proceed to Step 3 in the Engineer salary grade after completion of two (2) years of service as an Engineer.

*** Please note Paramedic has been removed from the wage schedule above as the salary is that of a

Firefighter position, plus a stipend for Paramedic

APPENDIX A(2)

FIRE DEPARTMENT WAGE SCHEDULE

Applicable to New Hires after 1/1/17

The base salary of new hires (hired after 1/1/17) shall be computed according to the Break-In Rates set forth below. The Break-In Rates are applicable to the first four (4) years of service. After completion of the fourth year, the employee shall be paid at the then-current rate of Step 1 (shown below as "5" for purposes of illustration). Likewise after the completion of each successive year thereafter, employees shall be moved up to the corresponding step (e.g., 2, 3, 4, 5, 6) of the then current salary schedule applied to the bargaining unit employees described in Appendix A(1). New hires who are Paramedics shall receive the Differential provided for in the Agreement in addition to the base salary shown below.

2017

YR/Step	1	2	3	4	5
Firefighter	\$47,000	\$51,000	\$55,000	\$59,000	\$65,294

2018

YR/Step	1	2	3	4	5
Firefighter	\$47,000	\$51,000	\$55,000	\$59,000	\$67,090

2019

YR/Step	1	2	3	4	5
Firefighter	\$47,000	\$51,000	\$55,000	\$59,000	\$68,935

2020

(2.00%) YR/Step	1	2	3	4	5
Firefighter	\$47,940	\$52,020	\$56,100	\$60,180	\$71,003

2021

(3.00%) YR/Step	1	2	3	4	5
Firefighter	\$49,378	\$53,581	\$57,783	\$61,985	\$73,133

APPENDIX B

DRUG AND ALCOHOL TESTING

Section 1. General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village and the Union agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

Section 2. Definitions

A. "Drugs" shall mean any controlled substance listed in Chapter 56-1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by the policy are the following:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of drugs or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

Section 3. Prohibitions

Firefighters shall be prohibited from:

A. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Village's premises or job sites, including all Village buildings,

properties, vehicles and the employee's personal vehicle while engaged in Village business.

- B. Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.
- C. Being under the influence of alcohol or drugs during the course of the work day.
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 4. The Administration of Tests

A. Informing Employees Regarding Drug Testing

All current employees will be given a copy of the Drug & Alcohol Testing Policy upon execution of the agreement between the parties. All newly hired employees will be provided with a copy at the start of their employment.

B. Pre-Employment Screening

Nothing in this Appendix shall limit or prohibit the Village from requiring applicants for bargaining unit positions to submit to blood and/or urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

C. When a Test May Be Compelled

There shall be no random, across-the-board, or routine drug testing of employees, except as provided by Section 9 or as is otherwise expressly agreed to in writing by the parties. When there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When a company level officer or Chief has reasonable suspicion to believe that an employee is impaired due to being under the influence, that officer shall have the Deputy Chief or Chief or his designee confirm that suspicion prior to any order to submit to drug/alcohol testing, if one of those individuals is on duty. At the time the employee is ordered to submit to testing the Village shall notify the Union Representative on duty and if none is on duty, the Village shall make a reasonable effort to contact an off duty Union Representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that drug or alcohol tests may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty; When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
2. When an employee is involved in an on-duty accident where there is reasonable suspicion of illegal drug use or alcohol abuse;

3. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.
4. The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

D. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant a rational inference that person is impaired by alcohol or drugs. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances;
2. Information provided by an identifiable third party which is independently corroborated.

E. Order to Submit Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with the reasons for the order. A written notice setting forth the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. No questioning of the employee shall be conducted that is not consistent with the "Fireman's Disciplinary Act." A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave without pay pending the receipt of results. If the results are negative, the employee's pay while on leave will be restored.

Section 5. Conduct of Tests

The Village may use breathalyzer tests for alcohol testing. In conducting the testing authorized by this Agreement (other than by use of a breathalyzer, with respect to which only item h., below, shall apply), the Village shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
- b. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.
- c. Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.

- d. Collect a sufficient sample of the same bodily fluid or material from a Fire Fighter to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- e. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- f. Confirm any sample that tests positive in the initial screening of drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- g. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Chief in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- h. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more (or such lesser concentration as may hereafter be established by Illinois state statute for the application of prohibitions against driving while intoxicated) based upon the grams of alcohol per 100 milliliters of blood to be considered positive.
- i. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- j. Insure that no employee is subject to any adverse employment action except temporary reassignment or relief from duty without pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, all records of the testing procedure will be expunged from the employee's personnel files, the employee shall be made whole for all lost compensation.
- k. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village shall not use such information in any manner or forum adverse to the employee's interests.
- l. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 6. Cutoff Levels

The following initial test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below:

	<u>Confirmatory Initial Test Level</u>
Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoyllecgonine

The above cutoff levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise, the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the Village may for good cause (e.g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding subject to challenge by the Union through the grievance procedure.

Section 7. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement.

Section 8. Voluntary Requests for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment, the Village may authorize sick leave or another assignment if it is available in which the employee is qualified and/or is able to perform. The Village shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leave shall not exceed six (6) calendar months.

Section 9. Discipline

All discipline in situations involving a positive drug/alcohol test shall be administered as specified below:

A. First Positive

In the first instance that an employee tests positive on the confirmatory test for drugs, is found to be under the influence of alcohol, the employee may be subject to a suspension not to exceed five (5) calendar days. The foregoing limit on suspension is conditioned upon the employee's agreeing to:

1. Undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of illegal drugs or abuse of alcohol;
3. Complete the course of treatment prescribed, including an "after-care" group for a period up to twelve (12) months;
4. Submit to random testing during working hours during the period of "after-care" treatment or for twelve (12) months, whichever is longer.

Employee who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time shall be subject to discipline, up to and including discharge.

B. Second Positive

Employees who test positive on the confirmatory test of drugs or alcohol on a second occasion shall be subject to discharge. If the employee is then undergoing treatment, as provided in A(1) and (3) of Section 9, or if there are other mitigating circumstances (such as the absence of any adverse effect on job performance), the discharge penalty may be commuted to a suspension not to exceed thirty (30) calendar days.

C. Third Positive

Employees who test positive on the confirmatory test for drugs or alcohol on a third occasion shall be subject to discharge without possibility of mitigation or commutation. The Fire Chief is hereby empowered by contract to impose such penalty, and an arbitrator shall have no jurisdiction to review, set aside or modify such penalty.

This Section 9 shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Fire Department life, limb or property).

Section 10. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Deputy Fire Chief, the designated representative of the Union, and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 11. Insurance Coverage.

The Village shall pay 100% of the EAP, but if further treatment is necessary, coverage or lack of coverage will be determined by the employee's individual health plan. The employee shall use his or her insurance to pay for treatment or rehabilitation under this provision. The Village will pay the unreimbursed normal and customary costs up to a maximum of \$5,000.

APPENDIX C

EIGHT (8) HOUR EMPLOYEES

Eight (8) hour employees are subject to all the same terms and conditions of employment as firefighters and engineers except as specifically noted in the previous provisions of this Agreement or as follows:

1. Eight (8) hour employees shall be permitted to use sick leave in four hour increments with the Chiefs prior approval.
2. Eight (8) hour employees shall be permitted to take vacation days in connection with certain holidays (i.e., Christmas Eve day, the day after Thanksgiving, New Year's Eve day). No more than two consecutive days may be taken off simultaneously.
3. Eight (8) hour employees shall receive a uniform allowance of \$650 per year (which shall be pro-rated in the event the employee serves in the eight (8) hour capacity for less than an entire year). They shall be permitted to wear white uniform shirts with appropriate insignia.
4. An eight (8) hour employee may utilize his birthday holiday on the day after Thanksgiving.
5. The Fire Chief, in his discretion, may offer an employee the option of serving in an eight (8) hour position to perform the duties of a Fire Inspector or a Training Officer. This position may be offered as an accommodation to an incumbent employee who is unable to perform the essential functions of his or her current position. The Fire Chief is under no obligation to create such a position or offer it to any particular employee. An employee who serves in this position shall be paid at the rate of his or her permanent position while performing the duties of a position pursuant to this Appendix C. The Fire Chief is under no obligation to offer this position to any employee who is not at that time qualified to perform the required duties.

APPENDIX D

BEDFORD PARK FIRE DEPARTMENT

Certification of Illness/Injury

To be completed by employee:

Employee name _____

Dates absent from work due to illness/injury: _____

I certify that I was unable to work on the preceding dates due to illness or injury.

Employee Signature

Date: _____

To be completed by physician:

Physician name (please print) _____

Address _____

Telephone number _____

Date(s) when you examined employee: _____

Nature of Illness/Injury _____

Please identify the dates when the employee is/was unable to work:

_____ to _____

Will employee be able to return to full duty without restrictions? Yes / No (circle one)

Physician's Signature: _____

Date: _____