

COLLECTIVE **BARGAINING** AGREEMENT

Between

VILLAGE OF ROMEVILLE

And

**ROMEVILLE PROFESSIONAL
FIRE FIGHTERS UNION, I.A.F.F. LOCAL
#4237**



May 1, 2022 to April 30, 2028

TABLE OF CONTENTS

Page

Article I – Preamble 1

Article II – No Discrimination

2.01 Non-Discrimination 1

2.02 Gender 1

Article III - Recognition 1

Article IV – Union Security

4.01 Payroll Deduction of Union dues 2

4.02 Fair Share Fee Deductions 2

4.03 Fair Representation 2

4.04 Indemnifications 2

4.05 Bulletin Boards 3

4.06 Union Insignia/Pride 3

4.07 New Hire Orientation 3

Article V – Labor/Management Meetings 3

Article VI – Management Rights..... 4

Article VII – Duties, Jurisdiction, Subcontracting and Residency

7.01 Definition of Departmental Duties 4

7.02 Contracting Out 4

7.03 Residency 5

7.04 Crossover 5

Article VIII – Hours of Work and Overtime

8.01 Platoon Duty 5

8.02 Overtime Hours 6

8.03 Call Back 6

8.04 Mandatory Overtime, Force-back and Hold-over 6

8.05 Daily Schedule 8

8.06 Work Day Schedule 9

8.07 Outside Employment 9

8.08 Compensatory Time 10

8.09 Time-Clock System 10

Article IX - Discipline

9.01 Discipline 10

9.02 Discipline by the Fire Chief 11

9.03 Suspensions over Five Days and Discharges 12

9.04 Notice and Investigation 13

9.05 Right to Representation 13

9.06 Personnel File 13

9.07 Use of Past Discipline for Progressive Discipline 13

Article X – Grievance Procedure

10.01 Definition 14
10.02 Procedure..... 14
10.03 Arbitration..... 15
10.04 Limitations on Authority of the Arbitrator 15
10.05 Time Limit for Filing 15
10.06 Employee Right to Self-Representation 16
10.07 Investigation... 16
10.08 Union Representation... 16

Article XI – No Strike and No Lockout

11.01 No Lockout 16
11.02 No Strike..... 16
11.03 Judicial Restraint..... 17

Article XII - Seniority

12.01 Definition 17
12.02 Probationary Period..... 17
12.03 Termination of Seniority..... 17
12.04 Seniority List... 18

Article XIII – Layoff and Recall

13.01 Layoffs..... 18
13.02 Recall 18
13.03 Ratio... 19
13.04 Staffing/Shift Assignment... 19

Article XIV – Vacancies and Promotions

14.01 Promotion to the Ranks of Lieutenant and Battalion Chief..... 20
14.02 Vacancies..... 20
14.03 Eligibility Requirements..... 21
14.04 Application to be Tested... 21
14.05 Components, Weighting and Order of Testing 22
14.06 Candidate Withdrawal 22
14.07 Test Components 22
14.08 Scoring of Components, Establishment of Promotional List..... 24
14.09 Order of Selection 25
14.10 Duration of Final Promotional List 25
14.11 Monitoring of the Testing Process 25
14.12 Right of Review 25

Article XV – Rules and Regulations

15.01 Modifications 25
15.02 Administration 26
15.03 Adherence 26

Article XVI – Exchanges, Transfers and Acting Out of Class

16.01 Shift Exchange 26
16.02 Shift Transfers..... 26
16.03 Acting Out of Classification Pay..... 27
16.04 7(g) Agreements 27
16.05 Acting Out of Classification Assignment..... 28
16.06 Non-Bargaining Unit Specialty Positions..... 29

Article XVII – Tuition Reimbursement and Holiday Pay

17.01 Tuition Reimbursement 29
17.02 Holiday Pay 29

Article XVIII - Insurance	
18.01	Hospitalization and Major Medical Insurance..... 30
18.02	Cost Containment..... 30
18.03	Terms of Policies..... 30
18.04	HMO and HSA Options 31
18.05	Life Insurance 31
18.06	Retirement..... 31
18.07	Dental and Vision... .. 31
18.08	Flexible Spending Program..... 31
18.09	Wellness Program..... 31
Article XIX - Vacations	
19.01	Vacation Allowance 32
19.02	Vacation Pay 32
19.03	Vacation Selection... .. 32
19.04	Payment on Resignation 33
Article XX – Miscellaneous	
20.01	Discretionary Leave of Absence 34
20.02	Military Leave 34
20.03	Jury Duty 34
20.04	Court Leave 34
20.05	Family and Medical Leave 34
20.06	Personal Time 35
20.07	Funeral/Birth Leave 35
20.08	Training Days 36
Article XXI – Sick Leave	
21.01	Use of Sick Leave..... 36
21.02	Accrual of Sick Leave 36
21.03	Accumulation of Sick Leave... .. 36
21.04	Sick Leave Procedure 37
21.05	Sick Leave Abuse..... 37
21.06	Sick Leave Conversion for Employees 37
21.07	Medical Examination..... 38
21.08	Paid Leave Donation 38
21.09	Work Related Injury..... 39
21.10	Light Duty 40
Article XXII – Protective Gear and Uniforms	
22.01	Protective Gear 40
22.02	Clothing Allowance 40
22.03	Class “A” Uniforms..... 41
22.04	Clothing Change..... 41
22.05	Quartermaster System..... 42
22.06	Manner of Dress 42
Article XXIII - Wages	
23.01	Wages 43
23.02	Longevity Pay..... 44
Article XXIV – Savings Clause..... 45	
Article XXV – Entire Agreement..... 45	

Article XXVI - Duration	46
Appendix A - Processing Fair Share Objections.....	47
Appendix B – 7(g) Agreement.....	48

ARTICLE I PREAMBLE

This Collective Bargaining Agreement is entered into by and between the Village of Romeoville, (hereinafter referred to as "Employer" or "Village"), and the International Association of Firefighters, Local # 4237 (hereinafter referred to as the "Union").

This Agreement has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the Village; the establishment of a peaceful procedure for the resolution of grievances; and the establishment and administration of an entire agreement covering wages, rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

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

ARTICLE II NO DISCRIMINATION

Section 2.01 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The UNION shall share equally with the VILLAGE, the responsibility for applying this provision of the Agreement.

Section 2.02 Gender

All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE III RECOGNITION

The VILLAGE recognizes the UNION as the sole and exclusive collective bargaining agent for the bargaining unit consisting of all full-time sworn employees in the rank of Firefighter Tier 1 and Lieutenant, as certified by the Illinois Labor Relations Board in Case No. S-UC-(S)-12-061, and all full-time Firefighter Tier 2s (an employee whose primary function is that of a Paramedic, but who is hired off the current Firefighter Tier 1 Eligibility List).

ARTICLE IV UNION SECURITY

Section 4.01 Payroll Deduction of Union Dues

1. During the term of this Agreement the VILLAGE agrees to make a payroll deduction each pay period, of UNION dues, and up to two assessments per year, in the amount certified to be current by the Treasurer of the UNION, from the pay of those employees covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the UNION no later than seven (7) days after the deduction is made by the VILLAGE.
2. Authorization for such deductions shall be irrevocable unless revoked by written notice to the VILLAGE and to the UNION during the (30) calendar days prior to the expiration of the contract.

Section 4.02 Fair Share Fee Deductions

In *Janus v. AFSCME*, 585 U.S.__(2018), the Supreme Court held that fair share clauses, such as that contained in Article III, Section 2, are unconstitutional. Local 4237 and the Village agree to strike Article IV, Sections 4.02 – 4.05 in their entirety, and re-number the remaining Sections accordingly.

However, in the event the law changes such that fair share fee deductions are not deemed unconstitutional, Local 4237 and the Village agree to reinstate and re-incorporate Article IV, Section 4.02 – 4.05, as **they** appear in the Parties' 2016-2019 collective bargaining agreement, into the collective bargaining agreement in effect, or that is being negotiated, at the time the law changes.

Section 4.03 Fair Representation

The UNION recognizes its responsibility as bargaining agent and agrees to fairly represent all Employees in the bargaining unit regardless of their UNION membership status, to the extent required by law. Any alleged violations of the UNION'S duty of fair representation shall not be grievable.

Section 4.04 Indemnifications

The UNION shall indemnify and hold harmless the VILLAGE against any and all claims, suits or judgments brought or issued against the VILLAGE as a result of any action taken pursuant to the check-off provision that the VILLAGE has not promoted or instigated such challenge.

In the event of any legal action against the VILLAGE brought in a court or administrative agency because of its compliance with this article, the UNION agrees to defend such action, at its own expense and through its own counsel provided:

1. The VILLAGE gives immediate notice of the action in writing to the UNION, and permits the UNION intervention as a party if it so desires, and
2. The VILLAGE gives full and complete cooperation to the UNION and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available to both and all-appellate levels.

3. In the event the VILLAGE can demonstrate that a conflict of interest exists, the VILLAGE shall have the right to select its own counsel, which will be paid for by the UNION.

Section 4.05 Bulletin Boards

The VILLAGE shall provide an area in each fire station not to exceed twenty-four (24") inches high by forty-eight (48") inches wide for a UNION bulletin board. The bulletin board shall be for the sole and exclusive use of the UNION. The Union shall limit its posting of notices and bulletins to such bulletin boards. The items posted shall not be political, partisan or defamatory in nature. Any offensive information on the bulletin board may be removed by the Fire Chief with notification to the Union.

Section 4.06 Union Insignia / Pride

Employees may wear the Official UNION Insignia on both their dress and work uniforms. Such insignia shall be a pin, not larger than the size of a nickel on the dress uniform and a quarter on the work uniform. On the dress uniform such insignia shall be centered above the employee's name plate and/or award bars. On the work uniform such insignia shall be centered above the employee's right breast pocket.

Section 4.07 New Hire Orientation

As a standing request of the UNION, all new employees covered by this Agreement shall be scheduled to meet with representatives of the UNION for a period of up to 2 hours within the first 14 days of employment for the purpose of orienting them to their rights under the Contract and as Members of the UNION. **This new hire orientation meeting shall occur at a mutually agreed upon time between management and the Executive Board. If a mutually agreed upon time is unable to be established, whether due to either party and/or scheduling conflicts, then the VILLAGE shall allow the new hire orientation to be held within normal work-day hours of a regularly scheduled work day, as specified by this Agreement. This meeting shall not interfere with regularly scheduled training and/or can be scheduled at a mutually agreed upon time between the shift steward and Battalion Chief.**

ARTICLE V LABOR / MANAGEMENT MEETINGS

A Labor-Management Committee consisting of the Fire Chief/designee and up to two (2) other members of the Fire Department, as designated by the Fire Chief, and up to three (3) employee members of the UNION shall meet once every quarter or more often if mutually agreed to by the parties for the purpose of discussing any work related problems of mutual concern for the advancement of better relations and efficient operations and to review or make recommendations on safety or health conditions, and to provide mutual support for a strong safety program. The Committee shall have the authority to make non-binding recommendations to the UNION and the VILLAGE where such recommendations are supported by the majority of the Committee members.

It is understood that these meetings shall not be used to renegotiate this Agreement or for the purpose of resolving grievances. On-duty members of the UNION authorized to represent the UNION at Labor-Management meetings may attend, but will not be released from duty by the VILLAGE for time spent in Labor-Management meetings. Employees attending Labor-Management meetings off-duty shall not be compensated.

ARTICLE VI MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, federal law, and the provisions of the IPLRA, 5 ILCS 315/1 et seq., the Village retains all of its traditional rights, powers or authority to make and implement decisions concerning the operation of its business.

It is the right of the Employer to determine matters of inherent managerial policy and to implement decisions with respect thereto, which include the following: the right to determine, plan, direct and control all the operations and services to be offered by it or its agencies; to determine the Village's missions, objectives, policies, procedures and to set standards of services offered to the public; to establish its overall budget; to direct, assign and transfer its Employees; to determine and change the content of employment examinations; to determine and change the necessary requirements to participate in any new hire examination process not covered by the Promotions article of this Agreement; the job duties and the minimum qualifications for all positions; to determine the number and types of employees (whether volunteer, paid on call, part time, contract or full time) in compliance with The Fire Fighter Substitute Bill, 65 ILCS 5/10-2.1-4; the rank structure and numbers of employees and types of employees in each rank; manning requirements per shift, station and apparatus; to discipline, suspend, demote, or discharge employees with just cause in compliance with the Fireman's Disciplinary Act, 50 ILCS 745 and this Agreement (probationary employees without cause and at the sole discretion of the Employer and neither the reason nor the disciplinary action, discharge, lay off or dismissal of a probationary employee may be the subject of a grievance); to relieve and lay off its employees from duty because of lack of work or for other legitimate reasons; to establish work, productivity, training and fitness standards from time to time; to maintain and improve efficiency of governmental operations; to determine the methods, means and personnel by which government operations or a unit thereof are to be conducted or provided for; to make, alter and enforce rules, regulations, orders, policies and procedures; to change, relocate, modify or eliminate existing methods, equipment, uniforms or facilities; to evaluate and promote employees in compliance with the Fire Department Promotions Act, 50 ILCS 742 et seq.; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organizing and the technology of performing its work.

ARTICLE VII DUTIES, JURISDICTION, SUBCONTRACTING AND RESIDENCY

Section 7.01 – Definition of Departmental Duties

The members of the bargaining unit shall be required to perform those duties related to and in direct support of: fire suppression, fire extinguishment, fire prevention, public education, technical rescue, hazardous materials and the delivery of emergency medical services. All bargaining unit members shall be required to drive all apparatus owned and operated by the Romeoville Fire Department prior to the completion of his/her probationary period. In addition, Acting Officer training will be completed by all Firefighter Tier 1s prior to the conclusion of their second year and Acting Battalion Chief training must be completed by all Lieutenants prior to the conclusion of their first year in rank. The members of the bargaining unit shall additionally be required to perform routine repair and maintenance of stations, grounds, apparatus and equipment, and any other unusual items that may arise and are authorized by the Fire Chief or designee.

Section 7.02 - No Contracting or Subcontracting

It is the Village's intent and policy to continue to have work which is exclusively bargaining unit work be performed by bargaining unit. Thus, before initiating a procedure for contracting out such bargaining unit work, the Village shall provide the Union at least 30 days' notice in writing by certified mail or personal delivery, of its intent to subcontract, and will, upon written request made

within 7 days of receiving the notice of intent to subcontract, meet and negotiate with the Union regarding the decision and any impact of subcontracting. Failure to timely request such meetings shall act as a waiver of the Union's right to negotiate the impact of the decision. Any impasse regarding the decision to or impact of subcontracting out such work shall be resolved through the impasse resolution procedures of the IPLRA. Any and all subcontracting must be consistent with the requirements of state law.

Section 7.03 Residency

Bargaining Unit Members shall reside within the boundaries of the State of Illinois or the State of Indiana.

Section 7.04 Crossover

Whenever there is a vacant Firefighter Tier 1 or Firefighter Tier 2 position, the following procedures will be utilized to fill said vacancy:

- When a Firefighter Tier 1 position becomes vacant, that spot(s) will first be offered to full-time Firefighter Tier 2s, in order of seniority, who are on the Firefighter Tier 1 Eligibility List. If no eligible Firefighter Tier 2 accepts the position(s), the vacancy will be filled by utilizing the current Firefighter Tier 1 Eligibility List.
- When a Firefighter Tier 2 becomes available, that spot(s) will be offered to a full-time Firefighter Tier 1. The order of offer will be based on seniority for currently held position. If no Firefighter Tier 1 accepts the position(s) the hiring to fill that Firefighter Tier 2 **position(s)** will come from the current eligibility list.

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 8.01 Platoon Duty

- A. Employees covered by the terms of this Agreement who work within the Fire Department shall be assigned to regular platoon duty shifts. The regular hours of duty shall be 24 consecutive hours on duty, starting at 6:00 AM and ending the following 6:00 AM. The on-duty tour of duty shall be followed by 48 consecutive hours off-duty (with the exception of time changes where the normal workday is extended or reduced by one (1) hour). The annual average weekly hours shall normally not exceed 53.0 hours per week. The average weekly hours shall be accomplished by the Village providing each employee regularly scheduled to work twenty-four (24) hour shifts with every fourteenth (14th) on-duty shift scheduled off (without loss of pay) as a "Kelly Day." New personnel will be assigned a Kelly Day rotation. Kelly Days may be traded, between employees on the same shift of equal rank and abilities, with the exception that Kelly Days must be traded in twenty-four (24) hour shifts. Kelly Days may be moved one time by the employee only within the same pay period that the Kelly Day falls. Only one employee on a Kelly Day will be allowed to be off per day. **No member(s) shall work greater than 48 consecutive hours unless the member(s) is working a special detail or 7(g) work; not including burn tower and/or stoking. In the event the member(s) are working greater than 48 consecutive hours for a special detail or 7(g) work and experience a stressful event during shift OR are unable to obtain enough restful periods of recuperation during the 48-hour work cycle, then the member(s) and Battalion Chief must both agree that the member(s) are fit and able to continue with their special detail and/or 7(g). If the member(s) and the Battalion Chief cannot mutually agree upon recuperation status then justification for working is at the Battalion Chiefs discretion. This decision will be a non-grievable matter.**

Full-time shift personnel can be temporarily assigned to a forty (40) hour work week at the discretion of the Fire Chief or his/her designee. During this time, the member who takes time off (vacation, sick, personal, or compensatory time) will have to use time as if they were on a twenty-four (24) hour shift (i.e. sick day charged at twenty-four [24] hours instead of eight [8] hours). Members assigned to shift will earn benefits based on working a twenty-four (24) hour shift.

Section 8.02 Overtime Hours

Overtime, at one and one-half times the employee's regular hourly rate, shall be paid for all hours worked in excess of 24-hours in a 72-hour period, other than approved shift trades and work performed pursuant to a 7(g) agreement. There will be no pyramiding of pay.

If an employee accepts an extra duty detail or 7(g) assignment and an overtime spot arises, that employee cannot accept the overtime detail unless:

- That employee finds coverage for the extra duty detail or 7(g) assignment; **or**
- Accepting the overtime spot prevents a Fire Station from closing down.

Section 8.03 Call Back

Periodically, off duty personnel are requested to back up on-duty shift personnel due to high call volume. When this occurs, employees who respond to staff the stations shall receive a minimum of two (2) hours pay at one and one-half times the employee's regular hourly rate.

Section 8.04 Mandatory Overtime, Force-back and Hold-over

A. Voluntary Overtime

The Fire Chief or his designee(s) shall have the right to require overtime work. Each employee shall maintain a phone for this purpose and shall keep the Village informed of their phone number at all times.

In non-emergency situations, the Union shall follow the turn sheet procedure described below to seek volunteers prior to assigning required overtime work. Additionally, specific employees may be selected for special assignments based upon specific skills, ability, and experience they may possess. Further, nothing in this provision or elsewhere will be construed to require the Village to offer overtime to employees, nor to preclude the Village from using part time, paid-on-call or other personnel for any available work, so long as the Village complies with the Fire Fighter Substitute Bill except as varied by this Agreement.

Overtime assignments and/or extra shifts generally shall be made on the basis of a **seniority by rank** - based turn sheet. When the need for overtime exists due to the lack of manpower, vacations, sickness, injury, or other unforeseen causes, such overtime shall be distributed to the members of the bargaining unit on a voluntary basis to employees of the same rank and classification based upon a rotating list originally established by **seniority by rank**. When a Firefighter Tier 1 and/or driver overtime position becomes available the Union member calling out for the overtime will exhaust all eligible members for that rank. If no member takes it, the overtime will then be continued on to Lieutenants to try and fill the position. When there is a Lieutenant overtime position available all eligible Lieutenants will be contacted. If no Lieutenant accepts then the Union member calling out will contact Acting Officers next. With regard to Firefighter Tier 2

position overtime, the Union member calling for overtime must go through all Firefighter Tier 2s, first, to fill the overtime spot prior to filling it with a Firefighter Tier 1 and/or Lieutenant. The Union shall establish an up-to-date Departmental Overtime Assignment List. Any new employees shall be placed on the overtime list with 24 hours more than the employee with the most hours.

When overtime is available, a group text will be sent out to all qualified Union members via the available Village paging system and/or software. If the Village paging system and/or software is not available, the Union agrees to fall back and use the previously utilized turn-sheet method for calling out for overtime. The information in the text will include the date, time, position, and station of the overtime assignment, as well as, the name and station of the Union member to contact in regard to the overtime assignment. EXAMPLE: "OT Available Saturday 1/16, 0600-1800, driver position, at Station 3. Call FF/PM Rymsza @ St 3." In the event that multiple members accept the available overtime, the Union member filling the overtime position will refer to the Union overtime turn sheet and fill the assignment based off of the last accepted position in accordance with the turn sheet seniority. Once the assignment has been filled a follow-up text should be sent. EXAMPLE: "The OT on Saturday 1/16 from 0600-1800 has been filled." In the event of officer overtime, Lieutenants will be sent a text with the previously stated information for the overtime assignment. If no Lieutenant accepts the overtime assignment, acting officers will be messaged.

If a Union member(s) that would be up next for overtime does not respond after 30 minutes of the group message then individual calls will be made (i.e. if Rymsza, Koziol then Mateusz were up next for overtime, a group message will be sent. If Mateusz is the only one to respond saying he would take it, Rymsza and Koziol would be called prior to giving Mateusz the overtime. OR if Rymsza, replies and declines and Mateusz accepts, Koziol is still called prior to giving Mateusz the OT). There will be NO waiting between calling members if there is no answer and/or if voicemails are left. With regard to Lieutenant overtime assignments, and no response to the group message, the Union member trying to fill the overtime assignment will call each Lieutenant individually with NO waiting between members if there is no answer and/or if voicemails are left. After each Lieutenant is called with no response(s) or acceptance of the overtime assignment, the Union member trying to fill the overtime assignment will proceed to group text messaging acting officers.

In the event no member accepts the overtime and it creates an emergency situation (a station closing or dropping below shift minimums), the Chief or his designee(s) can approve the hire back of a bargaining unit employee who is on a scheduled Kelly day. If that bargaining unit employee accepts the overtime, he/she will be paid at one and one-half times the employee's regular hourly rate.

It will be the responsibility of the Union members to contact each shift steward to keep them informed of the phone number to text and call, if different. It will also be the responsibility of the Union members to alert each shift steward if they are having any trouble, issues, or delays in receiving text messages. No grievance can be filed for any errors in the hire-back process.

B. Force-Back

The force-back list, which shall be maintained by the Union, shall be accessible electronically and/or posted at all fire stations. This list will be in reverse rotating order based on the date of full time hire. Any time an employee is forced back, the date and the number of hours forced will be documented.

Should a mandatory overtime situation arise, the least senior employee on-duty who is assigned to that shift, found to be available on the Departmental Overtime List qualified to fill the vacancy shall be mandated to work the overtime. At no time shall a force-back create a situation where a member exceeds the 48-hour consecutive work rule. If this is to arise, the next least senior member on-duty assigned to that shift will be forced back. The bargaining unit will utilize a rotating force-back list.

Any employee who has requested vacation, trade time, personal time, or other approved time off will not be eligible for force back beginning at the end of their last duty shift, immediately prior to the time off. They will be skipped in the rotation and go back to their place when they resume their next normal duty shift.

In the event there is a force-back for the back half of the following shift (1800-0600 hours), the next person on the force-back list will be notified prior to the end of his/her shift that he/she is forced for the back half of the following shift. That member will be required to return to shift at 1800 hours.

In the event the force-back is due to a full-time Lieutenant, the force-back will not force-back a full-time Lieutenant nor immediately warrant a hire back of a full-time Lieutenant. The steps for a force-back caused by a full-time Lieutenant will be as follows:

1. Acting Company Officer assigned to the shift and who is currently on the Lieutenant eligibility list;
2. If there is no Acting Company Officer assigned to the shift or on-duty then the most senior Firefighter Tier 1 that meets the qualifications for Lieutenant and has completed the Acting Company Officer Training;
3. If no senior Firefighter Tier 1 meets the qualifications then all Lieutenants, no Acting Company Officers, will be **called** (no text messaging). This will be a first-come-first serve with no waits in between calling;
4. If no Lieutenant voluntarily accepts the overtime then the most senior Firefighter Tier 1 on-shift with the Acting Company Officer training will be forced-back.

Upon being forced back, an employee may seek a replacement from the full-time ranks to cover the force back. Any employee who uses a replacement to work a force-back will remain at the top of the force-back list until he or she actually works a force-back shift.

C. Holdover

Employees held over beyond their normal hours shall be paid for actual time worked at one and one-half times the employee's regular hourly rate for all time held over. **The Fire Chief or his designee may holdover an entire shift, or a portion thereof, to deal with a situation that would constitute an ongoing emergency, work in progress (i.e. any call that runs past the end of the shift), or unforeseen circumstance (i.e. a member is involved in a car accident or is a no call/no show). In the event that members are held over, they will continue working until the incident is resolved or the on-duty Battalion Chief is able to coordinate their replacements and they have been relieved from duty. In the event the hold over is due to an unforeseen circumstance and a member is actually forced back, the holdover personnel should be the next one on the forceback list. Every attempt will be made to release the holdover personnel as soon as possible.**

Section 8.05 Daily Schedule

Employees assigned to shifts of twenty-four (24) hours shall be scheduled to commence work at 0600 hours and end the next day at 0600 hours. The on-duty shift shall be followed by forty- eight

(48) hours of scheduled off duty time, which may be impacted by voluntary or mandatory overtime assignments. The VILLAGE retains the right to schedule Employees to work other than shifts of twenty-four (24) hours as deemed necessary by the VILLAGE. However, the UNION and the employee affected by the change in schedule will be given at least thirty (30) days' notice, absent an emergency.

Section 8.06 Work Day Schedule

Monday through Saturday:

Shift personnel shall have assigned duties between the hours of 0600 and 1500 hours with an hour allotted for lunch Monday through Saturday. Shift personnel shall be entitled to one (1) break, fifteen minutes in duration before 1200, and one (1) break fifteen minutes in duration, between 1300 and 1500 hours.

Employees may be required to participate in public education, public relations and training activities that may take place after 1500 hours that have been scheduled to meet the needs of the community and standards that have been established by the Fire Chief or his designee.

Assignments of duties by management personnel generally will be done in a manner that will not extend the work day for shift personnel beyond 1500 hours.

The UNION recognizes the need to also train after 1500 hours to enhance the emergency response skills of the employees. Such drills shall be limited to one (1) per company per week. No individual company will be exposed to more than one (1) such drill per week. On days devoted to such drills, "normal" day activities will be suspended at 1400 hours drill related activities will occur between 1800 hours and 2200 hours. Such drill period will include pickup and clean up subject to standard practice in the event of an alarm. Outside drills will not be scheduled in inclement weather where the employee's safety is jeopardized.

Sunday, Public Education, and Public Relations

Generally, the workday will be from 0600-1500 hours, Monday through Saturday. On Sunday, the workday will generally be from 0600-1200 hours. On Holidays, the workday will generally be from 0600-0900 hours.

If an assigned shift has public education and/or public relations events after 1500 hours Monday through Saturday, the members' workday shall not exceed (9) hours total in a twenty-four (24) hour period. If the public education and/or public relations events land on a Sunday, the members' work day shall not exceed six (6) hours total in a twenty-four (24) hour period. If the public education and/or public relations events land on a holiday, the members' work day shall not exceed three (3) hours total in a twenty-four (24) hour period.

Section 8.07 Outside Employment

Without prior written approval from the Village Manager or his/her designee, no employee shall engage in any outside employment. No outside employment shall be approved if it is either on VILLAGE premises or if it is likely to:

- A. Physically or mentally hampers the employee in his/her ability to do the job required by the VILLAGE.
- B. Reflect adversely upon the VILLAGE.
- C. Conflict with the employee's position with the VILLAGE.
- D. Involves use of VILLAGE property, equipment or supplies.

The VILLAGE will provide the UNION, within five working days, a copy of the request for outside

employment, approvals and/or denials for their file.

Upon approval, the Village Manager or designee reserves the right to revoke approval of any outside employment on the part of any VILLAGE employee that it subsequently learns fits in the category of the above reasons for denying secondary employment. In such cases, the employee shall be notified and required to decide within fifteen (15) days if they want to continue services with the VILLAGE or with the outside employer. The VILLAGE will also provide the UNION within five (5) business days a copy of the above mentioned request.

Section 8.08 - Compensatory Time

Upon mutual agreement of the Village and Union, the Village shall grant compensatory time off in lieu of overtime payment for overtime hours worked as a result of a hire back for shift work; excluding 7(g) and/or other special duty details. In the event of a hire back, Employees shall be permitted to pick their means of remuneration by electing to be paid through overtime compensation or the accrual of compensatory time off. Employees electing to accrue compensatory time off shall accrue such time at one and one-half hours for each hour of employment for which the overtime compensation is required. Employees shall be permitted to accrue no more than ninety-six (96) hours of compensatory time off at any one time within the Village's fiscal year. Employees desiring to use accrued compensatory time off must submit their requests to their supervisors at least 48 hours prior to the date or dates on which they seek to use their compensatory time, unless a shorter period of notification is approved by the Shift Commander. The Village shall grant an employee's request to use compensatory time off unless doing so will unduly disrupt the operating requirements of the Fire Department. Employees shall be required to use their accrued compensatory time off in 12 hour increments. The Village shall cash out any unused accrued compensatory time off at the end of the Village's fiscal year, at the employees' then-current regular rate of pay.

Section 8.09 –Time-Clock System

At no time shall a malfunction of the time-keeping system, late or early call(s), and/or lack of internet access be the sole basis of any disciplinary action.

ARTICLE IX DISCIPLINE

Section 9.01 - Discipline

- A. Employees covered by this Agreement shall only be disciplined by other full-time employees. The Village agrees with the tenets of progressive and corrective discipline, whereby discipline shall be designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Fire Department shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Fire Department believes just cause exists to institute disciplinary action the Fire Department shall assess the following penalties based upon the circumstances of the offense committed; following progressive discipline unless the offense warrants a more corrective action.
- A. Oral reprimand
 - B. Written reprimand
 - C. Suspension
 - D. Demotion
 - E. Discharge

An Employee may file a written reply to any reprimand. Except for reprimands, a grievance may be filed as to disciplinary actions instituted against an employee. Disputes as to such actions shall proceed in accordance with the procedure set forth in the applicable sections of this Article.

- B. The VILLAGE agrees that non-probationary employees shall be disciplined, demoted and discharged only for just cause. A copy of all suspension, demotion and discharge notices shall be provided to the UNION. Suspensions, demotions and discharges shall be subject to review under the grievance procedure.
- C. Prior to taking any final disciplinary action and concluding its investigation, the VILLAGE shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reason(s) for such contemplated disciplinary action and copies of pertinent documents. The employee shall be entitled to UNION representation upon request.

9.02 - Discipline by the Fire Chief

If the discipline is within the authority of the Fire Chief (suspensions of not more than five (5) consecutive calendar days), the following steps apply:

- A. The Fire Chief shall serve a written notice of the charges and punishment upon the employee involved and submit a copy to the Union.
- B. Upon receipt of the notice, the employee shall have 10 calendar days to appeal the disciplinary action either to the Board of Fire and Police Commissioners of the Village or, subject to approval of the Union, through the grievance/arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other.

- 1. **Board of Fire and Police Commissioners Option**

If the employee notifies the Fire Chief of a desire to have the charges heard before the Board of Fire and Police Commissioners, the Fire Chief shall notify the Secretary of the Board of Fire and Police Commissioners in accordance with the procedure set forth in 65 ILCS 5/2.1-17 and the rules of the Board of Fire and Police Commissioners.

- 2. **Grievance/Arbitration Option**

The Union may file a grievance on the proposed suspension by the Fire Chief. If the Union desires to appeal disciplinary action through the grievance/arbitration procedure, it shall cause the grievance to be filed within ten days of receipt by the employee of the Fire Chief's notice of the disciplinary action.

If the Union decides not to file a grievance, the Fire Chief shall notify the Secretary of the Board of Fire and Police Commissioners in accordance with the procedure set forth in 65 ILCS 5/2.1-17 and the rules of the Board of Fire and Police Commissioners. The employee may appeal the discipline to the Board of Fire and Police Commissioners and shall have no other option to use the grievance arbitration procedure for that discipline.

If the Union decides to file a grievance, the grievance shall be arbitrated unless an

acceptable settlement is reached between the Village and the Union. The grievance shall be filed at Step 3 of the Grievance Procedure. The Union may submit the grievance to arbitration. If the discipline is sustained by an arbitrator's decision, neither the Union nor the employee shall have any further right to contest such charges and penalty before the Board of Fire and Police Commissioners.

9.03 – Suspensions Over Five (5) Days and Discharges

If the discipline proposed is beyond the authority of the Fire Chief and within the authority of the Board of Fire and Police Commissioners, the following steps apply:

1. The Village shall serve written notice of the charges and proposed punishment upon the employee involved and also submit a copy to the Union.
2. Upon receipt of the notice the employee shall have 10 calendar days to appeal the disciplinary action either to the Board of Fire and Police Commissioners of the Village or, subject to approval of the Union, through the grievance/arbitration procedure of this Agreement. Selection by the employee of one process shall constitute a waiver of the other.
 - A. Board of Fire and Police Commissioners Option.

If the employee notifies the Village of a desire to have the charges heard before the Board of Fire and Police Commissioners, the Village may proceed with the proposed disciplinary action and the employee may contest the charges in accordance with the procedure set forth in 65 ILCS 5/10-2.1-17 subject to the employee's right to appeal the hearing described therein. The Village shall not file any formal charges with the Board of Fire and Police Commissioners before the employee has had an opportunity to exercise his/her election of remedies within ten (10) calendar days. The time period may be extended by mutual agreement of both parties.

B. Grievance/Arbitration Option.

The Union may file a grievance to a proposed disciplinary action against an employee within 10 calendar days of the employee's receipt of the notice of discipline.

If the Union decides not to file a grievance, the Fire Chief may proceed with the charges in a hearing before the Board of Fire and Police Commissioners. The Village may proceed with the proposed disciplinary action in accordance with the procedure set forth in 65 ILCS 5/10-2.1-17 subject to the employee's right to appeal the hearing described therein.

If the Union decides to file a grievance, the grievance shall be arbitrated unless an acceptable settlement is reached between the Village, Union, and employee. Pending arbitration of the grievance, the Village may immediately implement the penalty and neither the Union nor the employee shall have any further rights to contest such charges and penalty before the Board of Fire and Police Commissioners.

Section 9.04 - Notice and Investigation

A copy of all disciplinary actions involving suspensions, demotions or discharge shall be provided to the Union.

The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his/her responsibilities as an employee. The Employer will follow the Firemen's Disciplinary Act (50 ILCS 745/1 *et seq.*) when conducting disciplinary investigations, but alleged violations of the Firemen's Disciplinary Act shall not be subject to the Grievance Procedure of this Agreement. Prior to taking final disciplinary action and concluding its investigation, the Employer will meet with the employee involved and notify the employee of the contemplated disciplinary action and the reason thereof

Section 9.05 – Right to Representation

Nothing in this Article or Agreement is intended to waive an employee's right to have a representative present during any investigative meeting where the employee reasonably believes discipline could result.

Section 9.06 – Personnel File

Employees shall be entitled to access their personnel files in accordance with the Illinois Personnel Record Review Act (820 ILCS 40/0.01 *et seq.*). The Village shall maintain all personnel files in accordance with the Illinois Personnel Record Review Act and any other applicable law.

Section 9.07 – Use of Past Discipline for Progressive Discipline

A. Oral and Written Reprimands

If a similar offense is repeated in a twelve month period, the Village may use the prior oral or written reprimand as a basis for increasing the penalties for the new offense. However, if an offense is similar in nature, but more than twelve months apart, then the prior offense will not be a basis for increasing the penalty for the new offense.

If an unrelated offense occurs within twelve months of an oral or written reprimand, the Village may use the prior oral or written reprimand as a basis for increasing the penalties for the new, unrelated offense. However, if an unrelated offense occurs more than twelve months after an oral or written reprimand, then the prior offense will not be a basis for increasing the penalty for the new, unrelated offense.

B. Suspensions of Five Calendar Days or Less

If an unrelated offense occurs within three years of a suspension of five calendar days or less, the Village may use the prior suspension as the basis for increasing the penalties for the new, unrelated offense. However, if an unrelated offense occurs more than three years after a suspension of five calendar days or less, then the prior offense will not be the basis for increasing the penalty for the new, unrelated offense.

There shall be no time limit on the Village's ability to use a prior suspension of more than five calendar days as a basis for increasing the penalty of a new, similar offense.

C. Removal from File

The employee must inform Human Resources of their intent to remove any discipline in accordance with Human Resources procedure. A written reprimand can be removed after two (2) years and a suspension can be removed five (5) years after the offense; excluding suspensions highlighted in Section B.

ARTICLE X GRIEVANCE PROCEDURE

Section 10.01- Definition

A grievance is defined as a dispute or complaint arising under and during the term of this Agreement that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. Any Union member who is found to be disciplined wrongfully and/or unjustly will be made whole with full compensation for all wages and lost time without prejudice through the grievance process, arbitration, or a ruling by the Police and Fire Commission; unless a lesser corrective action is agreed upon through any of the mentioned processes.

Section 10.02 - Procedure

Step 1:

The Union or any employee who has a grievance shall submit the grievance in writing to the Shift Commander, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the specific provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) calendar days of when any affected employee, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. The Full Time Shift Commander shall render a response to the grievant and the Union within ten (10) calendar days after the grievance is presented, and provide a copy of the response to the Union and the Employee. Failure of the Village to act on the grievance shall not be deemed an admission of any facts or a granting of the grievance.

Step 2:

If the grievance is not settled at Step 1 and the Union and/or the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Fire Chief within ten (10) calendar days after receipt of the Full Time Shift Commander's answer in Step 1, or within ten (10) calendar days of when the answer was due in Step 1. The Fire Chief shall render a response to the grievant and the Union within ten (10) calendar days after the grievance is presented, and provide a copy of the response to the Union and the Employee. Failure of the Village to act on the grievance shall not be deemed an admission of any facts or a granting of the grievance.

Step 3:

If the grievance is not settled at Step 2 and the Union and/or the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Village Manager within ten (10) calendar days after receipt of the Fire Chief's answer in Step 2, or within ten (10) calendar days of when the answer was due in Step 2. The Village Manager shall render a response to the grievant and the Union within ten (10) calendar days after the grievance is presented, and provide a copy of the response to the Union and the Employee. Failure of the Village to act on the grievance shall not be deemed an admission of any facts or a granting of the

grievance.

Section 10.03 - Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by delivering a written request for arbitration to the Fire Chief within ten (10) calendar days of receipt of the Village's written answer as provided at Step 3 or within ten (10) calendar days of when the answer was due.

- A. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties agree to request that all arbitrators on the panel be members in good standing of the National Academy of Arbitrators and are residents of Illinois, Indiana or Michigan. Both the Employer and the Union shall have the right to strike three names. The parties shall determine who strikes first by a coin flip. The parties shall strike names alternatively until one name remains. The person remaining shall be the arbitrator.
- B. The arbitrator shall be notified of his or her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- C. 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.
- D. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- E. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be split equally between the parties. Each party shall be responsible for compensating its own representatives and witnesses.

Section 10.04 - Limitations on Authority of the 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 have no authority to make a decision on any issue not so submitted or raised at Steps 1, 2 or 3 of the Grievance Procedure. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and shall not in any way limit or interfere with the powers, duties and responsibilities of the VILLAGE under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the VILLAGE, the UNION and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the time limits set forth in Step 1 of the grievance procedure.

Section 10.05 - Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted and thereafter processed within the time limits set forth in this Article.

If a grievance is not presented by the employee or the Union within such time limits, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any written agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievance shall be treated as denied at that step and may be timely appealed to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 10.06 – Employee Right to Self-Representation

Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union, provided that a Union officer is notified of the filing of the grievance or appeal and is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with terms of this Agreement. Employees are encouraged to obtain the Union President's signature prior to filing a grievance. Only the Union has the right to invoke arbitration.

Section 10.07 - Investigation

Grievances shall normally be investigated during free time hours (breaks, lunch period) or any time after regularly scheduled work hours by UNION stewards, representatives and grievance committee members provided such activities do not interfere with the normal operations of the department or any of its members. However under unusual circumstances, grievances may be investigated during working hours provided specific permission has been granted by the Fire Chief. Such time shall not be abused by the UNION and shall only apply to bona fide grievance investigations.

Section 10.08 - Union Representation

Employees selected by the UNION to act as UNION representatives shall be known as "Stewards". The names of the employees selected as Stewards, and other UNION representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the Fire Chief by the UNION at least once per year or at the time of any change.

ARTICLE XI – NO STRIKE AND NO LOCKOUT

Section 11.01 No Lockout

No lockout of employees shall be instituted by the VILLAGE during the term of this Agreement as a result of a dispute with the UNION arising out of the terms of this Agreement.

Section 11.02 No Strike

No strikes of any kind and no slowdown, picketing or other concerted interference with, or interruption of service shall be caused, sanctioned, instigated, condoned, supported or participated in by the UNION or any employee during the term of this Agreement. In addition, in the event of a violation of this Section, the Union agrees to inform all employees of their obligations

under this Agreement and shall direct the employees to cease and desist from any activity which is in violation of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 11.03 Judicial Restraint

Nothing contained in this Article shall preclude either party from obtaining judicial enforcement and relief including specific performance, injunctive relief, damages and attorney's fees in the event the other party violates this Article.

ARTICLE XII SENIORITY

Section 12.01 - Definition

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous regular full-time employment calculated from the employee's last date of hire as a full-time firefighter for the Village. Employees commencing employment duties on the same date shall be placed on the seniority list in order of their ranking on the employment eligibility list.

Section 12.02 – Probationary Period

Newly hired Firefighter Tier 1s shall serve a probationary period pursuant to 65 ILCS 5/10-2.1-6.3(c)(2). The Village's decision to discharge a probationary member shall not be subject to the grievance procedure. The Union will be notified in the event of the discharge of a probationary employee.

Section 12.03 - Seniority

1. Termination of Seniority

Any employee will lose all seniority and continuous employment with the VILLAGE if such employment is interrupted for any of the following reasons:

- The employee quits or retires;
- The employee is discharged for cause;
- The employee fails to return to work at the end of an approved leave of absence;
- The employee fails to return from layoff within fourteen (14) calendar days from the date of recall;
- The employee is absent from work because of layoff for a period of twelve (12) months beyond the term of this Agreement.

2. Breaks in Seniority

Any employee who receives a break in seniority will have their seniority adjusted accordingly. The adjustment will take into account total days missed from their overall seniority time to produce the adjusted seniority to the hundredths of a year. Any employee

will receive a break in seniority for any of the following reasons:

- The employee has exhausted FMLA time and/or receives unpaid time off.

Section 12.04 - Seniority List

The VILLAGE shall maintain a seniority list of employees covered by this Agreement and it shall be brought up to date on January 30 and July 30 of each year. Said list shall be presented to the UNION President for posting on the UNION Bulletin Board. Any objection to the list as posted shall be reported in writing to the VILLAGE within fifteen (15) calendar days of the date of posting or the list shall stand approved as posted.

ARTICLE XIII LAYOFF AND RECALL

Section 13.01 - Layoff

The Village, in its discretion, shall determine whether layoffs are necessary due to economic reasons or lack of work. If it is determined that layoffs are necessary due to economic reasons or lack of work, the Village shall lay off employees in reverse order of departmental seniority, with the least senior being the first laid off.

Prior to imposition of layoffs, the Village shall provide 30 day notice of its intent to lay off employees and shall meet with the Union to seek financial solutions to avoid the layoffs. In addition, the Village and Union shall meet at least once per week during the 30 day notice period to explore and discuss possible economic alternatives to layoff. The proposed layoffs shall become effective 30 days after the Village provides notice to the Union as required under this Section unless the parties agree to an economic alternative.

Section 13.02 - Recall

Employees shall be re-called from lay-off according to their seniority. No new full-time firefighters shall be hired until all employees on lay-off status desiring to return to work have been re-called.

Employees who are on the re-call list shall be given 15 calendar days notice of re-call. The notice of re-call shall be sent to the employees by certified or registered mail, with a copy to the Union. The Village shall be deemed to have fulfilled its obligations by mailing the re-call notice by certified mail, return receipt requested, to the mailing address last provided by the employee with a copy to the Union. It is the obligation and responsibility of the employee to provide the Village with his/her current mailing address at all times. If an employee fails to timely respond to a re-call notice, his/her name shall be removed from the re-call list. Laid off employees shall be removed from the re-call list after 2 full calendar years from the date of lay-off.

The VILLAGE, at its option, may require that an employee undergo and pass a medical examination at the VILLAGE's expense prior to being accepted for re-employment.

An employee who declines recall, or who, in the absence of extenuating circumstances approved by the Fire Chief, fails to respond as directed within the time allowed, shall be presumed to have resigned and shall forfeit any and all re-employment rights.

Section 13.03 - Ratio

In conducting layoffs and recalls, the Village shall attempt to maintain the same ratio of full-time slots (excluding Chiefs and Battalion Chiefs) to part-time slots per shift. At the time of this Agreement, the Village has eight (8) bargaining unit slots per shift and four (4) non-bargaining unit per shift. **At the current time of the Collective Bargaining Agreement this is the current ratio for the Bargaining Unit. Subject to change based on future hires.**

Section 13.04 – Staffing/Shift Assignment

The parties jointly recognize the importance of staffing shifts with firefighters qualified and hired in accordance with the standards established under Illinois Law (65 ILCS 10-2.2-4)(10-1-14)(70 ILCS 16.06(a). Pursuant to the duties and authority vested in them under the law, the parties agree as follows:

1. The Village currently has twenty-four (24) full time bargaining unit members, nine (9) of whom are Lieutenants, nine (9) whom are Firefighter Tier 1s, and six (6) whom are Firefighter Tier 2s. The Village shall assign eight (8) bargaining unit members to each of the three (3) 24-hour shifts (Black, Red,Gold). This is not intended to create minimum manning or staffing, only to create regular shift assignments. The Village reserves the right to temporarily reassign bargaining unit members due to emergency circumstances related to shift staffing.
2. The Village will allot two (2) bargaining unit members to be off per shift. Those slots can be filled by one (1) Lieutenant and one (1) Firefighter Tier 1 or Firefighter Tier 2. Or, they can be filled by two (2) Firefighter Tier 1s or Firefighter Tier 2s. In the event that six (6) bargaining unit members are available on a single shift, the Village shall have no obligation to hire back. In the event that there are less than six (6) bargaining unit members available the Village shall utilize all hire back procedures to ensure that six (6) bargaining unit members are working on shift. If those hire back attempts (including forcebacks) do not result in achieving six (6) members, then the Village shall have the ability to fill the position for that shift with part-time employees. **For the life of this contract the Village has authorized six (6) additional Firefighter Tier 1 positions and six (6) additional Firefighter Tier 2 positions to the Fire and Police Commission, and shall fill said positions. However, in the event the Village can demonstrate significant economic hardship, and some of the twelve (12) positions remain unfilled, the Village does not have to fill the remaining positions. For purposes of this agreement, economic hardship is defined as:**
 - **If the year to date total sales tax amount of the “big four” revenues at October 1, 2022, or after, are not within 20% of the budgeted amount; and**
 - **As a result of State law or action, the percentage amount of distribution received by the Village from the Local Government Distributive Fund is decreased by at least 10% from its current percentage amount.**

So long as the demonstrated economic hardship remains in effect, and some of the twelve (12) positions remain unfilled, the Village will not have to fill those remaining positions. However, in the event the economic hardship no longer exists, and the Agreement has not yet expired, the Village shall fill the remainder of those unfilled positions.

*** The “big four” being defined as property taxes, home rules sales tax, states sales tax, and utilities.**

3. At no time shall any Romeoville Fire Academy instructor be used for on-duty staffing of the Romeoville Fire Department.
4. At no time shall any part-time Firefighter of the Romeoville Fire Department be placed in charge of a crew or shift when a full-time Officer is on-duty due to hireback, forceback, or extra staffing.

ARTICLE XIV VACANCIES AND PROMOTIONS

Section 14.01 - Promotion to the Ranks of Lieutenant and Battalion Chief

Promotions to the ranks of Lieutenant and Battalion Chief shall be conducted in accordance with the provisions of applicable Illinois law and the provisions of this Article, which is agreed by the parties to supplement the discretionary authority provided under applicable law. When a vacancy in the rank of Battalion Chief occurs, the vacancy shall be filled from the current Battalion Chief eligibility list under the procedures in Section 14.09 - Order of Selection.

In the event no candidate on the current eligibility list accepts the promotion to Battalion Chief, or there is no current Battalion Chief eligibility list, then the Board of Police and Fire Commissioners will begin a promotional testing process within thirty (30) days for the rank of Battalion Chief, if one is not already in progress. The Fire Chief shall be authorized to fill a Battalion Chief vacancy with a qualified candidate from outside the bargaining unit if all of the following criteria occur:

- No full-time bargaining unit member(s) meets the qualifications for the rank of Battalion Chief
- All qualified bargaining unit member(s) refuse to participate in the testing process for Battalion Chief
- Any bargaining unit member(s) on current Battalion Chief eligibility list decline promotion to the rank of Battalion Chief or does not meet the qualifications

Subsequent vacancies in the rank of Battalion Chief shall be filled according to the provisions of this Article.

Section 14.02 - Vacancies

A vacancy shall be deemed to occur on the date upon which the position(s) is/are vacated, and on the same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position(s) continues to be funded and authorized by the Village. If the Village should add position(s) to the budget, the position(s) shall be treated vacated based upon the date funded in the adopted budget. If a vacated position(s) is/are not filled due to the lack of funding or authorization, and is/are subsequently reinstated, the final promotion list shall be continued in effect until all positions that were vacated and not filled due to the lack of funding or authorization have been filled, or for a period of up to five (5) years beginning from the date on which the position was vacated; per the Illinois Fire Department Promotions Act [50 ILCS 742/20 (d)]. The Village agrees to fill that vacancy within ninety (90) calendar days of the day of vacancy. If the spot is unable to be filled due to an exhausted eligibility list OR expired eligibility list the Village agrees to initiate a testing process within one hundred eighty (180) calendar days to fill the vacancy. If the timeline is not met the Union will bring the matter to the Village Manager who will investigate the lapse in the timeline and will work with the Police and Fire Commission to initiate the process. If after thirty (30) days of contacting the Village Manager no progress has been made the Union may bring the matter up with the Village Board.

Section 14.03 - Eligibility Requirements

All eligibility requirements must be met as of the date the application is due. Upon the close of the application period, and prior to the commencement of any testing procedures, the Chief or designee and one representative of the Union shall meet to confirm the proof of eligibility submitted by the candidates. The Board of Fire and Police Commissioners shall review, and must accept and act on these findings regarding proof of eligibility prior to moving forward with the testing process.

The examination process for promotion shall be competitive among the rank of members who meet the following eligibility requirements:

A. Lieutenant:

- a) **Five (5)** years of service as a full-time Firefighter Tier 1 with the Village of Romeoville.
- b) Illinois Certified Paramedic in good standing
- c) Illinois Certified Firefighter III or Advanced Technician Firefighter
- d) Illinois Certified Fire Officer I, Provisional Fire Officer I, or Company Fire Officer
- e) Illinois Certified Fire Apparatus Engineer
- f) Associate's Degree preferred
- g) **Five (5)** years of service as a full-time Firefighter Tier 1 with the Village of Romeoville to take examination
- h) NIMS 300
- i) Romeoville Fire Department Acting Officer training completed

* **Members are able to take the Lieutenant test at four (4) years of service, but can only accept the Lieutenant position at five (5) years of service.**

B. Battalion Chief:

- a) **Five (5)** years of service as a full-time Lieutenant with the Village of Romeoville. (The parties agree that this shall be non-precedential for subsequent contracts and shall not serve as "status quo" for subsequent negotiations.)
- b) Illinois Certified Fire Officer II, Provisional Fire Officer II, or Advanced Fire Officer
- c) Incident Safety Officer
- d) Associate's Degree required
- e) Bachelor's Degree preferred
- f) Illinois OSFM Hazardous Materials Incident Command certification
- g) **Five (5)** years of service as a full-time Lieutenant with the Village of Romeoville to take examination
- h) NIMS 400
- i) Romeoville Fire Department Battalion Chief training completed

* Or equivalent classes as the OSFM changes or eliminates certification names and requirements.

* **Members are able to take the Battalion Chief test at four (4) years of service, but can only accept the Battalion Chief position at five (5) years of service.**

Section 14.04 - Application to Be Tested

- A. The posting of the testing process by the Board of Fire and Police Commissioners shall include a date and time by which the applicant who wishes to be tested shall have submitted

an application in person to the Fire Chief or his designee, or by certified mail addressed to the Fire Chief . (Any application submitted by certified mail must be received by the date specified in the posting.) This posting shall be made no less than sixty (60) calendar days prior to the deadline for submitting the application, and shall include a copy of the application form. The form provided by the Village shall be officially received, signed and date-stamped. A copy will be made available to the applicant.

- B. No applications shall be received after the closing date and time specified in the posting. Failure to submit such form by the closing shall preclude any consideration to the testing process.
- C. The written component of the testing will be based off of the following:
 - a. Union Contract
 - b. Village Handbook
 - c. Current edition of IFSTA Essentials Chapters for Fire Behavior and Building Construction
 - d. Selected Box Cards *
 - e. Policies and Procedures *

* Selected box cards and policies and procedures will be chosen by the Fire Chief and/or his designee.

Section 14.05 - Components, Weighting and Order of Testing

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following 6 components weighted as specified:

1.	Tactical Assessment *	25%
2.	Oral Interview *	10%
3.	Written Examination	40%
4.	Seniority	5%
5.	Ascertained Merit	10%
6.	Chief's Points	10%

* The Village reserves the right to conduct the Tactical Assessment and Oral Interview through an assessment center

** If any candidate(s) fail the written examination the testing process is ended for that candidate(s)

*** After each testing component, the scores will be posted within twenty-four (24) hours with the exception of the Written Examination component. The Written Examination component will be posted within twenty-four (24) hours of the testing company's submittal of scores.

Section 14.06 - Candidate Withdrawal

If a candidate wishes to withdraw from the promotional process he may do so prior to the final posting by notifying the Fire Chief in writing. After receipt of the request the candidate's name will be removed from any posting in regard to the promotion.

Section 14.07 - Test Components

- A. Tactical Assessment: The tactical assessment shall be job related and the same for each candidate.
- B. Oral Interview: The questions for the oral examination shall be job related and the same for each candidate.
- C. Written Examination: The testing provider shall be determined by the Fire Chief, and the written test shall meet the following criteria: The written test shall be job related and objective. The questions shall be specifically related to the duties regularly performed by Lieutenants and Battalion Chiefs, as applicable, within the Village. On a non-preferential basis, questions for the test shall be multiple choice. All correct answers shall be specifically identifiable by page and line in the written materials from which the test questions are drawn.
- D. Seniority: Beginning with a candidate's 13th month of full-time service, seniority points shall be awarded on the basis of 4 points per year (1/3 point per month) up to 25 years of full-time service (100 points maximum). Candidates will then be awarded 5% of their total seniority points to coincide with the 5% rating factor allotted for seniority. Candidates who have had a break in seniority, due to any reason specified in Section 12.03, will have their seniority points adjusted accordingly. The adjustment will take into account total days missed from their overall seniority time to produce the adjusted seniority to the hundredths of a year.

E. Ascertained Merit:

Masters' Degree	21 pts
Bachelor's Degree in Fire Service	18 pts
Bachelor's Degree in Any Field	15 pts
Associates Degree in Fire Service	13 pts
Associates Degree in Any Field	11 pts
Fire Officer II/Advanced Fire Officer	15 pts
Fire Officer I/Company Fire Officer	12 pts
Specialty Team Member (*active member)	6 pts
Hazardous Materials Incident Command	4 pts
Hazardous Materials Technician	6 pts
Hazardous Materials Technician "A"	3 pts
Hazardous Materials Technician "B"	3 pts
Confined Space Operations/Rescue Specialist	4 pts
Confined Space	
Trench Operations	4 pts
Trench Technician	5 pts
Vertical I (or Rope Operations)	4 pts
Vertical II (or Rope Technician)	5 pts
Structural Collapse Operations	4 pts
Structural Collapse Technician	5 pts
Vehicle Machinery Operations	4 pts
Vehicle Machinery Technician	5 pts
Fire Department Incident Safety Officer	4 pts
Any First-In Fire Officer course (must be 40-hr. minimum)	6 pts
Water Operations	4 pts
Watercraft Technician	5 pts

*Active Member status requires a minimum of one (1) year continuous service, and member is in good standing of the team by meeting all requirements of that specific team. Four points maximum regardless of the number of teams in which the candidate participates.

**The Chief or designee and one representative of the Union shall meet to confirm the proof of ascertained merit submitted by the candidates. There shall be no pyramiding of ascertained merit points. The Fire and Police Commission of the Village shall adopt the findings of the Chief (or designee) and the Union representative.

***Or equivalent classes as the OSFM changes or eliminates certification names and requirements.

- F. Chief's Points: Chiefs points shall be awarded from the categories listed below where each category will be worth up to 25 points and the total can equal up to one hundred (100) points (maximum).

Teamwork – treats co-workers fairly and equally; has patience and understanding when working with others; shows enthusiasm for the job; leads by example.

Leadership – is punctual; can always be counted on; is respected by peers; is always prepared, always considers safety of self and others; is steady and conscientious; behaves in a mature manner.

Emergency performance – demonstrates knowledge and understanding of current job requirements; is committed to learning and training; is willing to help others improve their performance.

Ethics and Values – Shows devotion to duty; demonstrates loyalty to the Department; shows respect to superior officers; presents oneself well in public and communicates well.

Section 14.08 - Scoring of Components, Establishment of Promotional List

Each component of the test shall be converted to a scale of 100 points. The component scores shall then be reduced by the weighting factors assigned to the component on the test, and the weighted scores of all components shall be added to produce a possible total score of 100 points. All categories shall be completed before a total score is computed. Candidates must meet or exceed a score of 70% on the written test to be eligible to make the promotional list. Such ranking shall constitute the preliminary promotional list. Candidates shall be placed on a list in the order based on the highest to lowest total weighted scores achieved on all components of the test. Whenever two (2) or more candidates receive the same score, priority shall be given to the person who has the most seniority.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the Village may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under the Fire Department Promotion Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be posted in all stations and the administration building, and copies shall be provided to the Union and all candidates.

Section 14.09 - Order of Selection

The promotional list shall rank candidates in the order of their overall composite scores, with the candidate with the highest point total ranking first. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank. If that person declines the promotion the next highest on the list will be offered the promotion. However, the appointing authority shall have the right to pass over the highest ranking 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 person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedure contained in this Agreement.

Section 14.10 - Duration of Final Promotional List

Final eligibility list shall be effective for a period of three (3) years from the date of the final posting. The Village shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintains in effect a current eligibility list so that promotional vacancies are filled not later than one hundred eighty (180) calendar days after the occurrence of the vacancy.

Section 14.11 - Monitoring of the Testing Process

All aspects of the promotion process, including without limitation the administration, scoring and posting for written examination and subjective evaluation and determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review.

The Union and the Village may elect to appoint up to two (2) impartial observers, not currently participating in the test.

Section 14.12 - Right of Review

Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or application of military preference points shall be entitled to a review of the matter by the Board of Fire and Police Commissioners or as otherwise provided by law. Such a review request must be made within seven (7) calendar days of the final posting.

ARTICLE XV RULES AND REGULATIONS

Section 15.01- Modifications

The VILLAGE may adopt, change or modify rules and regulations, including personnel policies and procedures applicable to UNION employees. The VILLAGE agrees to post or make available in the department, a copy of its applicable rules, regulations and/or policies where such rules, regulations and/or policies exist in writing. Whenever the VILLAGE changes the rules, regulations and/or policies or issues new rules, regulations and/or policies applicable to employees, the UNION Executive Board will be given at least ten (10) days prior notice, absent emergency, before

the effective date of the rules, regulations and/or policies in order that the UNION may discuss such rules, regulations and/or policies with the Fire Chief before they become effective if the UNION so requests.

Section 15.02 - Administration

The VILLAGE agrees to the best of its ability that the rules, regulations and/or policies of the Fire Department shall be fairly and equitably administered and enforced under similar circumstances and shall not conflict with any specific provision of this Agreement.

Section 15.03 - Adherence

The VILLAGE and the UNION shall fully adhere to all rules, regulations and/or policies of the Fire Department until such time as they are changed or altered.

ARTICLE XVI EXCHANGES, TRANSFERS AND ACTING OUT OF CLASS

Section 16.01 – Shift Exchange

Employees may temporarily exchange shifts with approval of the Fire Chief or his designee. Shift exchange is a privilege that shall not interfere with the normal operation of the Fire Department or result in the payment of overtime.

Any employee may be granted shift trade if approved, with full normal pay, for any working day(s) on which that employee is able to secure another employee of comparable status to work in his place. Trades must be Firefighter Tier 2 for Firefighter Tier 2, Firefighter Tier 1 for Firefighter Tier 1, lieutenant for lieutenant, or lieutenant for acting officer. Requests for shift trade must be turned into the Fire Chief or his designee for his approval not less than forty-eight (48) hours prior to the trade time, except in cases of emergency.

Employees seeking to trade shifts must work the assigned shift if they are unsuccessful in obtaining an approved trade. The employee agreeing to trade shifts with another employee shall be responsible to work the day. If the employee responsible to work the shift fails to fulfill that obligation, he/she shall be charged the amount of time equivalent to the time paid by the Village (including overtime) as a result of that absence.

If an employee requires an emergency shift exchange of less than six (6) hours, the employee shall do the following:

- Find their own coverage of equal rank and abilities
- Contact the on-duty Battalion Chief prior to the start of the shift to inform him of the details of the trade and time frame to be covered; including payback day
- All other shift exchange rules apply except for the approval time frame

Section 16.02 – Shift Transfers

Shift assignments are at the discretion of management. Except for the circumstances listed below, in the event of a shift change, the affected employee will be notified at least fourteen (14) days in advance and an additional work reduction day may be awarded to reduce hours to avoid overtime pay and maintain compliance with the Fair Labor Standards Act. The circumstance would be a full-time vacancy that was created by a very sudden situation, such as a long term employee injury, death, resignation, or promotion, and that vacancy could create a long-term manpower shortage or long-term overtime situation. Should the shift change have a negative financial impact

on the affected employee, the affected employee shall meet with the Chief or his designee to discuss the manner in which the employee is to be made whole for any lost benefit occasioned by the shift transfer. The employee will be required to provide evidence of loss, i.e. plane ticket receipts.

Section 16.03 - Acting Out of Classification Pay

Acting out of classification pay shall commence only upon assignment by the Fire Chief/designee. Any employee covered by this Agreement who works in a higher position classification than his regularly assigned classification for a period of more than two (2) hours within a regular duty day shall be paid according to the following schedule:

- Acting Officer 5% above the employee's hourly wage
- Acting Shift Commander \$1.00/hour + 5% above the employee's hourly wage

Section 16.04 - 7(g) Agreements

The Village recognizes that there is a need for employees to perform work outside the job description of Firefighter Tier 1 and Lieutenant. Employees who participate in this program must sign the agreement for 7(g) participation. This does not preclude the Fire Chief from using part-time personnel, however, it makes full-time employees available for this arrangement.

The following programs will be assigned to a 7(g) agreement:

- All current existing Fire Academy pay rates
- Fire Prevention Bureau work
- Public Education work
- Training Division Work (non-Fire Academy)
- Support Services Division work
- EMS Division work
- Operations Division work
- Hazardous Materials Division equipment maintenance
- SCBA Division work
- Specialty Team drills & meetings AFTER minimum required team drills and/or hours are reached in a calendar year
- Mobile Integrated Healthcare (details of these duties shall be mutually agreed upon following labor-management collaboration upon development of this program)
- Stoker (pay to be based off of Academy pay rate)
- **Romeoville Cadet/Explorer Program**

7(g) pay rates for Fire Academy work will be commensurate with increases in Fire Academy pay rates, such as annual pay increases.

The Fire Chief oversees the program and has the final decision to determine who to select for the position and may remove an employee from this position when they deem necessary.

All members working 7(g) can make deferred compensation contributions to any recognized retirement plan: IRA, 457K, 529C or any other fund through the Village.

Section 16.05 - Acting out of Classification Assignment

The Fire Chief or his designee, may, at his discretion, choose to make acting out of classification assignments for employees to temporarily serve as lieutenants and battalion chiefs, in accordance with the following:

A. Acting Out of Classification for the Position of Lieutenant:

1. Full-time firefighter on shift in the highest spot on the Lieutenant eligibility list;
 2. Full-time firefighter on-duty not on the Lieutenant eligibility list as long as they meet the qualifications for Lieutenant (minus college degree requirement) AND have a minimum of two years on the department full-time;
 3. Hire back a full-time Lieutenant;
 4. Hire back a full-time firefighter off-duty not on the Lieutenant eligibility list as long as they meet the qualifications for Lieutenant (minus the college degree requirement) AND have a minimum of two years on the department full-time"
 5. Senior on-duty Firefighter Tier 1
- * Once a full-time firefighter passes his/her **probation and Engine and Truck operations objectives** they will have one year to complete the Acting Company Officer Training
- ** The Lieutenant in-service training must be completed by The Village within thirty (30) days following the full-time Firefighter Tier 1 becoming qualified.
- *** Full-time employee must notify administration when they are qualified for the respective position.
- **** Based on the manning situation on that day, a full time Lieutenant may have to be forced. Reference Section 8.04 part B

B. Acting Out of Classification for the Position of Battalion Chief:

1. Any department Chief Officer;
 2. Full-time Lieutenant on the Battalion Chief eligibility list;
 3. Full-time Lieutenant on-duty not on the Battalion Chief eligibility list as long as they meet the qualifications for Battalion Chief (minus the college degree requirement);
 4. Hire back a full-time Lieutenant as long as they meet the qualifications for Battalion Chief (minus the college degree requirement);
 5. If no full-time Lieutenant accepts the hire back then it will create a force-back situation of a full-time Lieutenant as long as they meet the qualifications for Battalion Chief (minus the college degree requirement);
 6. Senior on-duty Lieutenant
- * A full-time Lieutenant will have one year to complete the Acting Battalion

Chief Training

- ** Any full-time Lieutenant who will be acting out as Battalion Chief must have received the Battalion Chief in-service training and will not count towards Bargaining Unit member daily manning.
- *** The Battalion Chief in-service training must be completed by The Village within thirty (30) days following the full-time Lieutenant becoming qualified.
- **** Full-time employee must notify administration when they are qualified for the respective position.
- ***** Section is non-precedential for future negotiations based on member eligibility lists

Section 16.06 – Non-Bargaining Unit Specialty Positions

Whenever a vacancy exists in the positions of EMS Coordinator, Training Officer, Assistant Academy Director, or Fleet Services Coordinator those positions shall be offered to bargaining unit employees before the Village can fill the positions with individuals outside of the bargaining unit. In the event of a vacancy, the Village shall post notice of the vacancy for a period of no less than fourteen (14) days. Qualified bargaining unit employees shall have the right of first refusal for these positions. So long as a qualified bargaining unit employee applies for the vacancy, it shall be filled with that bargaining unit employee. In the event that two or more qualified bargaining unit employees apply for the vacancy an interview process will be conducted by the Fire Chief and/or his designee(s).

In the event no qualified bargaining unit employee either applies for or accepts the position, the Village can fill the vacancy with an individual who is outside of the bargaining unit once the fourteen (14) day posting period expires.

The pay rate(s) for the aforementioned positions will be in congruence with Appendix B: 7(g) Agreement of this Collective Bargaining Agreement.

ARTICLE XVII TUITION REIMBURSEMENT AND HOLIDAY PAY

Section 17.01 - Tuition Reimbursement

The VILLAGE encourages employees to voluntarily pursue educational programs related to their positions with the VILLAGE. Employees seeking reimbursement for educational expenses must submit an Educational Plan for Tuition Reimbursement to the Fire Chief and the Human Resources Manager. The Village will review the request and approve or deny the request for reimbursement in a timely manner.

Section 17.02 - Holiday Pay

Employees shall receive 4 hours paid holiday time per pay check during the entire year.

ARTICLE XVIII INSURANCE

Section 18.01 - Hospitalization and Major Medical Insurance

All full-time regular and probationary employees are entitled to group medical insurance coverage, as approved by the Village Board. Dependent coverage shall be made available as required by law.

Employees hired PRIOR to 7/1/17: Will be offered the option of the PPO or HMO plans. PPO employees shall be required to contribute 12% of the premium payment for medical insurance and HMO employees shall be required to contribute 5% of the premium payment for medical insurance, with such amounts for both plans being subject to an annual evaluation. Employees who voluntarily switch from the PPO plan to the HMO plan will no longer have the ability to switch back to the PPO plan for the duration of their employment.

Employees hired AFTER 7/1/17: Will only have access to the HMO plan, and shall be required to contribute 12% of the premium payment for medical insurance, with such amount being subject to an annual evaluation.

Employees who voluntarily opted out of the Village's medical insurance and later decide to opt in to the Village's medical insurance will only have the option of the HMO plan. The contribution will be 5% of the premium payment for employees hired PRIOR to 7/1/17 and 12% for employees hired AFTER 7/1/17.

Coverage begins the first day of the month preceding your date of hired employment. The Human Resources Manager shall act as Plan Administrator. Claim forms and additional information are available from the Human Resources Office.

Employees enrolling more than thirty (30) days after they or their dependents become eligible for coverage will be required to complete an Evidence of Eligibility form. If approved, coverage will be effective on the first of the month after the date that the application for coverage and Evidence of Eligibility is approved.

The VILLAGE retains the right to change insurance carriers, HMOs or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are substantially the same as those in effect as of the date of the insurance plan changeover.

Section 18.02 - Cost Containment

The Employer reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures, provided that the VILLAGE shall provide a notice to the UNION of thirty (30) calendar days prior to any change in insurance.

Section 18.03 - Terms of Policies

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions concerning

coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the Grievance Procedure set forth in this Agreement.

Section 18.04 - HMO

The VILLAGE agrees to provide an HMO Plan on the same basis as it offers to all other employees of the Village.

Section 18.05 - Life Insurance

Life insurance is provided for all regular full-time employees in the amount equal to the employee's annual salary. The full cost for life insurance is paid by the VILLAGE. Coverage begins one (1) month from the date of employment. Employees are also covered for accidental death and dismemberment. In the event of the employee's death, the benefit shall be paid to the designated beneficiary.

Section 18.06 – Retirement

Any employee upon retiring from VILLAGE service may choose to continue participation in the VILLAGE health insurance plan(s). This participant shall be in compliance with applicable State law with all monthly premiums being the responsibility of the employee and paid at his sole expense.

Section 18.07 - Dental and Vision

All regular full-time employees are entitled to dental and vision insurance. The full cost for individual or family coverage is paid by the VILLAGE. Vision insurance is the first day of month preceding the date of hire. Dental insurance will become effective on the first day of the month after an employee has completed three (3) months of continuous full-time employment. Forms and additional information are available from the Personnel Office.

Section 18.08 - Flexible Spending Program

The VILLAGE agrees to provide a flexible spending program pursuant to Internal Revenue Code, Section 125.

Section 18.09 – Wellness Program

The Union agrees to negotiate any future Wellness Program offered by the Village.

SECTION XIX VACATIONS

Section 19.01 - Vacation Allowance

Vacation shall be earned annually based on the following schedule:

<u>Length of Service</u>	<u>Total Hours</u>	
1-5	4.08 hours/per pay check	106 total
6	5.00 hours/per pay check	130 total
7	5.92 hours/per pay check	154 total
8	6.85 hours/per pay check	178 total
9	7.77 hours/per pay check	202 total
10	8.69 hours/per pay check	226 total
11	9.62 hours/per pay check	250 total
12	10.53 hours/per pay check	274 total
13	11.46 hours/per pay check	298 total
14 years or more	12.38 hours/per pay check	318 total

(Max Hours met at 336)

Full Time Shift Personnel can accrue a maximum of 336 hours of Vacation. Members will stop accruing time **off** if not used. However, the maximum number of hours an employee may (1) carry over from year to year and (2) apply to an end-of-career payout shall be limited at 318 hours.

Section 19.02 - Vacation Pay

Vacation shall be taken at the rate of not less than 12 hours at a time. The calendar year shall constitute the period of time during which vacations will be scheduled.

Section 19.03 - Vacation Selection

A. Time

An annual vacation calendar will be made available to each full-time member beginning third Monday in October of each year. The procedure to choose vacation time will be as follows.

B. Definitions

For purposes of establishing the time off calendar, full time employees will be allotted two slots for each shift day. These slots will be available for Vacation, assigned Kelly, and School Day requests.

The time off calendar will be maintained by the Administration.

The calendar will reflect Battalion Chief, Full-Time, and Part-Time personnel on one calendar.

Each rank will be designated by color on the calendar.

C. Step 1

A calendar for each shift will be established and available by third Monday of October of the year preceding.

The member with the most seniority by rank, starting with the most senior Lieutenant through the least ranked Lieutenant and then the most senior Firefighter Tier 1 or Firefighter Tier 2 through the least ranked Firefighter Tier 1 or Firefighter Tier 2, will be given the calendar first to choose time. Each member will be given the calendar to make their chosen pick(s) and will have their picks completed by the following shift. The calendar will then be passed on to the next member to make their pick(s). **Members vacation picks will be governed by the procedure set forth in Local 4237s by-laws. Any errors or omissions based on the vacation pick calendar that are conducted by the Bargaining Unit are not subject to the grievance procedure.**

Once picks are made, the calendar shall be passed to the next senior member on shift, who will repeat the process.

The process will continue until all members on the shift have made their picks.

All picks on each shift must be completed and the calendar forwarded to the Administration by November 11th.

The Administration shall audit and approve the schedule and post the calendar by January 1st of the calendar year.

Once the calendar is established, seniority shall not be used to bump another employee's vacation picks.

D. Step 2

Members are not required to post all of their Vacation Time during Step 1 of the process.

Members who have remaining time can request time off if a slot is open on a given day.

Requests must be dated at least fifteen days prior to the request.

Requests must be submitted according to department procedures and approved by the Administration before being placed on the calendar.

Requests will be processed on a first come-first served basis.

Requests will be received via Fire Manager software and the time/date stamp on the request will establish the order in which they are received.

Section 19.04 - Payment on Resignation

In the event an employee resigns his employment with the VILLAGE and has completed one (1) full year of continuous service, the employee shall be eligible for payment of all accumulated vacation. The VILLAGE requires a written notice of resignation at least five (5) working days prior to the effective date of the resignation. Employees, who fail to give such notice without good reason, shall not receive payment of any accumulated vacation leave.

ARTICLE XX MISCELLANEOUS

Section 20.01 - Discretionary Leave of Absence

The Fire Chief/designee may grant a leave of absence without pay to any employee, subject to stipulations set forth by the Fire Chief. The Fire Chief shall require the employee to make a written request setting forth the reason(s) for the leave. The Village reserves the right to reject any and all requests for unpaid leaves of absences for any reason.

Section 20.02 - Military Leave

Military leave shall be granted and provided in accordance with applicable State or Federal law.

Section 20.03 - Jury Duty

Employees who are required to serve on a jury shall be compensated at their regular rate of pay for each hour spent on jury duty up to the maximum number of hours the employee would otherwise have been regularly scheduled to work excluding any overtime. In order to be eligible to receive compensation for jury duty, the employee shall be required to provide prior notice to the Fire Chief or his designee and the employee must endorse his jury duty check payable to the VILLAGE.

Section 20.04 - Court Leave

The VILLAGE shall grant leave with full pay to an employee for the period of time he is required to appear before a court, judge, justice, or magistrate, as a defendant or witness in civil, state or federal cases arising out of employment with the Department.

Section 20.05 - Family and Medical Leave

- A. Effective August 5, 1993, employees will be covered under the Federal Family & Medical Leave Act of 1993. Employees who have worked for the VILLAGE for at least twelve (12) months, and have worked 1,250 hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid and unpaid leave per calendar year for: birth, adoption, or foster care of a child, or a serious health condition of an employee or immediate family member requiring inpatient care or continuing treatment by a health care provider.
- B. An "immediate family member" is an employee's son, daughter, spouse or parent. A son or daughter is a child either under the age of eighteen (18), or eighteen (18) years of age or older, but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The VILLAGE may require certification from the health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family & Medical Leave Act. This would normally end six (6) weeks after a normal birth or eight (8) weeks after a Cesarean section.
- C. Employees must provide the VILLAGE with thirty (30) days' notice if possible before taking such leave, or notify the VILLAGE as soon as practical. Before going on unpaid

leave status for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused vacation leave. Before going on unpaid leave status for the serious health condition of the employee (excluding any leave covered by the Public Employee Disability Act, 5 ILCS 345/1) requiring inpatient care or continuing treatment, an employee is required to use all accrued unused sick leave and all accrued unused vacation leave. Before going on unpaid leave status for the serious health condition of a family member requiring inpatient care or continuing treatment, an employee is required to use all accrued unused sick leave and all accrued unused vacation leave.

- D. In the event an employee does not return to VILLAGE employment after taking leave under this Section, the VILLAGE may recapture the cost of any health insurance premiums paid by the VILLAGE for the employee's benefit during the unpaid portion of the leave.

Section 20.06 - Personal Time

UNION members are allowed forty-eight (48) hours of personal time each year. Personal time must be used by December 31st of the calendar year and cannot be carried over from year to year. Personal time may be used in no less than twelve (12) hour increments.

Except as otherwise provided herein, employees must request personal leave at least 24 hours in advance and gain the approval of the Fire Chief or his designee. The Fire Chief or his designee, at his discretion, may waive the 24 hour notification period. Employees wishing to use personal time in the month of December must pre-schedule their personal time prior to November 1.

Section 20.07 - Funeral/Birth/Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be granted one (1) shift off with pay. Additional days, utilized as sick leave, compensatory time, personal time, and/or accrued vacation time, may be granted at the discretion of the Fire Chief or his designee; the required fifteen (15) day vacation time notification may be waived for use in this instance. The employee's immediate family is defined as spouse, parents, children (including half or step), brother or sister (including in-law, half or step), **niece or nephew**, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

In the event of a birth of a child the employee shall be granted one (1) shift day off with pay. Any consecutive shift(s) off **MUST** be approved by the Fire Chief and the time off will come from the Union members personal time, accrued vacation time, compensatory time, or accrued sick time; the required fifteen (15) day vacation time notification may be waived for use in this instance.

In the event a female firefighter becomes pregnant the VILLAGE shall move forth in accordance with current edition of NFPA 1582 Annex D referencing pregnancies. The female firefighter shall give immediate notice to her Battalion Chief along with a Physician's note designating any work restrictions. Barring any restrictions set forth by her Physician the firefighter is not required to be placed on light-duty restrictions. She can continue to do her full-duty range of assignments until medically restricted OR she is unable to safely, for both herself and unborn child(ren), perform the essential functions of her position. The female firefighter can be placed on light-duty as specified in Section 21.10 of this Agreement. At any point the female firefighter may utilize sick leave or FMLA time for any day(s) she is unable to work due to her pregnancy or any pregnancy-related disability. Any consecutive shifts off after must be approved by the Fire Chief or their designee and will come from the Union members personal time, accrued vacation time, compensatory time, accrued sick time, or FMLA.

Section 20.08 – Training Days

Recognizing the mutual benefits derived from personal growth and increased work competence, the Village agrees to grant each Union member three (3) training days off from the Union members regular shift day. Each training day will be up to twelve (12) hours with classes within 75 miles of the Village of Romeoville on a case-by-case basis. After class has concluded, the Union member will return to shift regardless if the class utilized the full twelve (12) hours allotted; in accordance with the Romeoville Fire Department Policy. Any classes in excess of 75 miles from the Village of Romeoville will be allotted up to twenty-four (24) hours off in lieu of twelve (12) hours on a case-by-case basis.

Any approved classes in excess of 150 miles and lasting longer than one (1) day the Village agrees to pay for transportation, lodging, and a daily food allowance.

There will be no outside activity when the summer temperature or heat index exceeds 90 degrees, when winter temperature is less than 10 degrees, or when the wind chill factor is less than zero (0) degrees. Outside activity shall include multi-company drills, field apparatus inspections, and company training and evaluations, but shall not include building inspections, public education, or other indoor climate-controlled activities.

* Wind chill factor shall be determined by average wind speed deducted from temperature

** Temperature restrictions can be waived by agreement from both parties (i.e. Battalion Chief and shift steward) and/or if a unique training opportunity arises. (I.e. acquired structure, hosting a class, etc)

ARTICLE XXI SICK LEAVE

Section 21.01 - Use of Sick Leave

Sick leave shall not be considered a privilege or vested right which may be used at the employee's discretion. Sick leave may be granted by the Fire Chief/designee for an employee's own illness or if necessary to care for an ill member of the employee's immediate family.

Section 21.02 - Accrual of Sick Leave

Sick leave shall be accrued according to the following schedule:

< 15 years of service	5.07 hours/per pay check	132 Total annually
> 15 years of service	6.92 hours/per pay check	180 Total annually

Section 21.03 - Accumulation of Sick Leave

Sick leave may be accumulated up to a maximum of thirty six hundred (3600) hours.

Section 21.04 - Sick Leave Procedure

For an employee to qualify for sick leave pay they shall first attempt to report any illness or disability to the on-duty Battalion Chief prior to any Lieutenant not later than sixty (60) minutes prior to the employee's regular starting time. Upon return to work, the necessary leave slip shall immediately be completed. If an employee is required to use sick leave for a period exceeding two (2) consecutive duty days or uses a sick day before or after a vacation, Kelly day, personal day, and/or compensatory day a statement from a physician shall be required. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the employee to work. Lastly, if an employee is required to use sick leave for a shift trade then the employee will make up missed hours at the discretion of the Battalion Chief within a six (6) month period; assigned day will not be on a holiday.

Section 21.05 - Sick Leave Abuse

Sick leave abuse is a very serious matter. The Village retains the right to take corrective steps to deal with, among other things, abuse of sick leave wherever it may occur. Such corrective steps may include requiring medical consultations, physician's slips or informal or formal disciplinary action, including dismissal. If an employee is deemed to have violated the Romeoville Fire Department sick leave abuse policy, the Romeoville Fire Department can require the employee to receive a "fit for duty" evaluation from the Romeoville Fire Department doctor. In addition, an employee sick for two or more consecutive shifts or using a sick day before or after a vacation day, Kelly day, compensatory time, or personal day shall be required to provide a physician's certificate of illness, in specificity and in layman's terms, before returning to work.

If an employee accepts overtime, but subsequently calls in sick on the date of the accepted overtime, the amount of overtime hours not worked will be subtracted from the employee's accrued sick time. The employee is able to try and find his/her own coverage for the accepted overtime shift to avoid losing any accrued sick time. The employee will not need a doctor's note unless the absence causes two (2) consecutive shifts to be missed or if the absence is before or after a vacation day, Kelly day, compensatory time, or personal day.

Section 21.06 - Sick Leave Conversion for Employees

- A. When an employee retires, the unused sick time (subject to the limits on accumulation) may be applied toward the payment of health insurance.
- B. The VILLAGE may offer the retiring employee **four** types of coverage:
 1. Retiree only;
 2. Retiree and family;
 3. **Retiree plus children; or**
 4. **Retiree plus spouse**
- C. The premium charged will be reviewed by the VILLAGE on an annual basis, and if there are any changes to be made, the retiree will be notified. Retiree coverage shall remain in effect until the retiree becomes eligible for Medicare at age 65 or the amount of converted sick time is depleted.

- D. In the event the retired employee dies prior to becoming 65 years of age, the surviving spouse shall be eligible for group medical insurance coverage provided that spouse is eligible for a monthly pension from the retirement system in which the employee participated. Participation shall continue until either:
1. The employee's 65th birthday' or
 2. The spouse's 65th birthday; or
 3. Funds in the employee's account are depleted, whichever is the earliest
- E. The Parties will work together during the term of this agreement to create a post-retirement health insurance. This will be accomplished through the labor management meetings. The Village shall not be responsible for any costs of establishing and maintaining the post-retirement health insurance plan. **If Management and the Executive Board agree on a post-retirement health insurance plan a Memorandum of Understanding will be drawn up and brought to the membership to finalize the plan or dissolve it.**
- F. When a bargaining unit member leaves the Village of Romeoville, the Village will buy back any unused accumulated sick leave, in accordance with this formula:

Years of Service	Percentage of Buy Back
1 year to 8 years	0%
9 years to 14 years	10%
15 years to 19 years	25%
20 years to 29 years	35%
30 years or more	50%

The employee will get paid his/her buy-back accumulated sick hours at his/her current rate of pay not to exceed 1500 hours. This policy only applies to employees who resign on good terms and who have given the Village a written notice of resignation. This sick leave buy-back policy will not apply to any employee who has been terminated by the Village.

Section 21.07 - Medical Examination

All UNION employees shall be required to undergo a periodic medical exam which is provided at the department's expense. The exam frequency is based upon age and requirements of the National Fire Protection Association (NFPA). Members must be found fit for duty by the department physician after each exam to be eligible for continued employment with the Village.

Section 21.08 - Paid Leave Donation

Any full-time Village employee who personally suffers from a catastrophic illness or injury and who has exhausted all paid leave benefits provided by the Village may request the committee to solicit the Village work force for voluntary donations of earned vacation time from other regular Village employees. The committee will consist of the Village Manager, Human Resources Manager, Finance Director and the department head of the employee. The request to the committee must state the facts, showing the need for his/her request and the nature and extent of the catastrophic illness or injury. The written request must also include the availability of disability payments from the Fire Pension Fund. Any employee requesting donated vacation time for himself/herself must be totally disabled from performing any and all work for the Village.

Any full-time Village employee, whose spouse, son/stepson, or daughter/stepdaughter, under age of twenty-three (23), or dependent residing in the same household with the Village employee suffers from a catastrophic illness or injury, may also request, in writing, that the committee solicit voluntary donations of earned vacation time from other full-time employees. The request to the committee must state the facts showing need for the request, the nature and extent to the catastrophic illness or injury, and demonstrate a severe and unusual financial hardship on the affected regular employee. The request for voluntary donation of vacation time must come from the affected employee and may not be requested by any other person or organization on behalf of the affected employee.

The decision to solicit the Village work force for voluntary donations of vacation time rests solely with the committee, and the appropriateness of the solicitation will be determined on a case-by-case basis, with final approval or denial required by the Village Manager. The committee may request and require personal financial information and medical documentation from the requesting employee prior to approving any solicitation of the Village work force.

If approved by the Village Manager, upon written solicitation by the committee, any full-time Village employee may submit a written request to his/her department head to voluntarily donate earned vacation time to assist a fellow employee. Only earned vacation time in four (4) hour blocks of time may be donated, and any donated vacation time will be permanently deducted from the earned vacation account of the donating employee. Only one solicitation will be permitted for any one individual per calendar year. The solicitation will be for a thirty (30) calendar day period.

Each department head will be responsible for forwarding the written request for donated vacation time to the Human Resources Manager. The Human Resources Manager will make the appropriate vacation deductions from the account of the donating employee.

At the end of the thirty (30) calendar day solicitation period, the Human Resources Manager will convert all volunteered vacation time to a dollar base salary for donating employee and a one-time payroll payment of all donated vacation time will be sent directly to the affected employee to assist the employee in financial time of need. The payment will be made on the next regular biweekly payday that occurs so long as all the solicitations are filed with the Human Resources Manager by Monday of the payday week period. The payment will be treated the same as ordinary income and taxed at the rate possible to the employee. A list of all donors and amounts donated will be supplied to the receiving employee.

Section 21.09 - Work Related Injury

In accordance with the Public Employee Disability Act (PEDA) (5 ILCS 345/1), firefighters injured on the job are entitled to continued payment of their full salary by the Village for up to one (1) year from the date of the injury without losing accumulated sick leave, compensatory time or vacation and while still accumulating pension service credits. Firefighters who are entitled to PEDA benefits shall complete the applicable notice form. While receiving this benefit, the firefighter shall not be employed in any other manner, with or without compensation. Any compensation due to an injured employee from worker's compensation or from any other types of insurance which may be carried by, or paid for at least partially by the Village, shall revert to the Village during the time for which continuing compensation is paid pursuant to PEDA. A disabled employee also may not receive disability pension while receiving PEDA benefits.

Section 21.10 - Light Duty

To the extent restricted duty work is available which can be performed by the employee given his/her medical restrictions caused from a duty related injury or illness, as determined by the employee's physician, the VILLAGE will reasonably accommodate the employee by placing the employee in a restricted duty assignment. There shall be no light duty assignments for employees unless approved by the employee's physician. Light duty will commence after the employee submits his/her physician's work status paperwork to the Fire Chief. The light duty assignment shall not exceed the restrictions set forth by the employee's physician. In the event the employee's work restrictions are changed by the physician, the light duty assignment will be changed to meet the new restriction, if possible.

Employees on light duty shall report to the Battalion Chief for assignment. Work hours and work assignment(s) for light duty will be at the discretion of management. Employees on light duty shall be compensated at their normal rate of pay without loss of benefits or creditable service time. An employee on light duty may be required to participate in assigned training activities within the job description unless the employee, due to work restrictions, cannot participate. The employee shall not count towards minimum staffing requirements.

Employees on light duty assignment from a duty related injury or illness will be allowed to attend any prescribed appointments relating to the injury or illness during the scheduled hours for light duty.

For pregnancy, the VILLAGE shall temporarily transfer a pregnant female firefighter to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, where that transfer can be reasonably accommodated; the VILLAGE agrees to follow the guidelines set forth in the most current edition of NFPA 1582 Annex D. The hours of work shall normally be Monday through Friday eight (8) hours per day. This schedule can be adjusted at the Fire Chief's discretion to accommodate the employee; however, the employee will not be entitled to work greater than 40 hours per week. Employees on light duty for pregnancy shall be compensated at their normal rate of pay without loss of benefits or creditable service time. Employees on light duty for pregnancy shall be allowed to use accrued sick time, personal time, or accrued vacation time for paid leave for doctors appointments.

Any light duty assignment will be made with the reasonable expectation that the employee will be able to resume his/her full duties

ARTICLE XXII - PROTECTIVE GEAR AND UNIFORMS

Section 22.01 - Protective Gear

All protective gear as required by the Fire Department shall be furnished by the VILLAGE. When in the determination of the Fire Chief or his designee it is deemed necessary or desirable said protective gear may be repaired or replaced at no cost to the employee.

Section 22.02 - Clothing Allowance

The Union understands the Department may need to increase/decrease their employees' clothing allowance due to economic means. The Village agrees that if the allowances will be affected, it will notify the Union within thirty (30) days prior to the new budget year taking effect.

- A. The Fire Department shall provide a new employee all required uniforms within the first three

days of employment, which includes the following:

1. 6 t-shirts (3 short and 3 long)
 2. 1 short sleeve class B
 3. 1 long sleeve class B
 4. 3 pairs of pants
 5. 1 belt
 6. 1 name tag
 7. **Duty footwear**
- B. Following completion of one (1) year of continuous service, an employee will be provided a clothing allowance of \$575.00. This clothing allowance shall pertain to all required uniform apparel and certain other related items as approved by the Fire Chief. Replacement of items torn or worn out may be approved under inspection by the Fire Chief or his designee.
- C. **Members wishing to use allowance towards job-related items through an approved vendor must undergo and pass an annual clothing inspection based on uniform standards. Any such annual clothing inspection shall occur within thirty (30) days before the start of the new budget year. A list of approved vendors and equipment will be provided by the RFD Quartermaster. Equipment shall not exceed \$100 unless approved by the RFD Quartermaster prior to purchase.** Any remaining funds do not carry over to the next budget year.
- D. Allowances are available between May 1st and March 30th. In the month of April, the allowances will be closed due to budgetary requirements.

Section 22.03 - Class "A" Uniforms

- A. All employees will be issued a "Class "A" Uniform" upon appointment. Class "A" Uniforms, for purposes of this document, shall include cap, cap insignia, cap band, dress jacket, dress overcoat, dress shirt, tie, dress belt, dress pants, dress shoes, white gloves, name tag, and any and all patches required by the uniform code.
- B. The VILLAGE recognizes the high costs incurred by a new employee to secure initial uniforms for all seasons utilizing the employees clothing allowance.
- C. The issuance of this uniform shall not affect the employees clothing allowance. Any repair, maintenance, or change to this uniform, after the initial issuance, shall be the responsibility of the employee and all costs for the above mentioned reasons shall be charged to the employees clothing allowance.
- D. Any current employee that was not issued any part of the Class "A" Uniform as described in this Section shall have those items issued to them by the VILLAGE and the issuance shall not affect the employee's clothing allowance.

Section 22.04 - Clothing Change

- A. If a clothing change cannot be accomplished over a multi-year phase-in period, the VILLAGE agrees to furnish two (2) sets of the changed item.
- B. Whenever a member is promoted/assigned to a position/assignment that would require a different work uniform, the VILLAGE shall provide the minimum allotment of the required items within 6 months of said promotion/assignment. Members who have not previously

received the proper allotment for their rank (within the past year) shall be allowed to wear any station uniform that is/was approved for their previous rank until the proper allotment is received.

Section 22.05 - Quartermaster System

Nothing in this Section shall preclude the VILLAGE from providing uniforms through a quartermaster system. Prior to implementing any such change, the VILLAGE agrees to provide the UNION sixty (60) days notice and the opportunity to meet and discuss such changes if requested by the UNION. If such a change is implemented, the parties agree to eliminate the annual allowance. The VILLAGE agrees that in the event of such implementation, the quality and standards of the provided uniforms shall be equal to or exceed current department issue.

Section 22.06 - Manner of Dress

- A. All members will refer to the Department's most current Standing Operating Guideline for the type, configuration and care of the uniforms.
- B. The parties agree that each employee is responsible for using the clothing allowance in such a manner as to always be dressed in accordance with Departmental rules regarding personal appearance. If the employee does not have the funds available to them and they are in need of uniform replacement, the cost will be incurred by the employee. With approval of the Fire Chief, members of the bargaining unit shall be allowed to wear tee shirts with the UNION Logo.

ARTICLE XXIII WAGES

Section 23.01 – Wages

A. Firefighter Tier 1 Hired Prior to April 30, 2019

<u>Step Increase</u>	<u>Step</u>	<u>COLA</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>
		<u>05/01/2021</u>	<u>05/01/2022</u>	<u>05/01/2023</u>	<u>05/01/2024</u>	<u>05/01/2025</u>	<u>05/01/2026</u>	<u>05/01/2027</u>
	1 (0-12 months)	\$23.77	\$24.07	\$24.37	\$24.67	\$24.98	\$25.29	\$25.61
8.79%	2 (13-24 months)	\$25.86	\$26.18	\$26.51	\$26.84	\$27.18	\$27.52	\$27.86
8.82%	3 (25-36 months)	\$28.14	\$28.49	\$28.85	\$29.21	\$29.58	\$29.95	\$30.32
8.85%	4 (37-48 months)	\$30.63	\$31.01	\$31.40	\$31.79	\$32.19	\$32.59	\$33.00
8.81%	5 (49-60 months)	\$33.33	\$33.75	\$34.17	\$34.60	\$35.03	\$35.47	\$35.91

B. Firefighter Tier 1 Hired After April 30, 2019

<u>Step Increase</u>	<u>Step</u>	<u>COLA</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>
		<u>05/01/2021</u>	<u>05/01/2022</u>	<u>05/01/2023</u>	<u>05/01/2024</u>	<u>05/01/2025</u>	<u>05/01/2026</u>	<u>05/01/2027</u>
	1 (0-12 months)	\$23.77	\$24.07	\$24.37	\$24.67	\$24.98	\$25.29	\$25.61
5.81%	2 (13-24 months)	\$25.15	\$25.46	\$25.78	\$26.10	\$26.43	\$26.76	\$27.09
5.81%	3 (25-36 months)	\$26.61	\$26.94	\$27.28	\$27.62	\$27.97	\$28.32	\$28.67
5.79%	4 (37-48 months)	\$28.15	\$28.50	\$28.86	\$29.22	\$29.59	\$29.96	\$30.33
5.79%	5 (49-60 months)	\$29.78	\$30.15	\$30.53	\$30.91	\$31.30	\$31.69	\$32.09
5.81%	6 (61-72 months)	\$31.51	\$31.90	\$32.30	\$32.70	\$33.11	\$33.52	\$33.94
5.78%	7 (73-84 months)	\$33.33	\$33.75	\$34.17	\$34.60	\$35.03	\$35.47	\$35.91

C. Firefighter Tier 2 Hired After April 30, 2019

		<u>COLA</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>
<u>Step Increase</u>	<u>Step</u>	<u>05/01/2021</u>	<u>05/01/2022</u>	<u>05/01/2023</u>	<u>05/01/2024</u>	<u>05/01/2025</u>	<u>05/01/2026</u>	<u>05/01/2027</u>
	1 (0-12 months)	\$21.49	\$21.76	\$22.03	\$22.31	\$22.59	\$22.87	\$23.16
5.77%	2 (13-24 months)	\$22.73	\$23.01	\$23.30	\$23.59	\$23.88	\$24.18	\$24.48
5.81%	3 (25-36 months)	\$24.05	\$24.35	\$24.65	\$24.96	\$25.27	\$25.59	\$25.91
5.82%	4 (37-48 months)	\$25.45	\$25.77	\$26.09	\$26.42	\$26.75	\$27.08	\$27.42
5.78%	5 (49-60 months)	\$26.92	\$27.26	\$27.60	\$27.95	\$28.30	\$28.65	\$29.01
5.79%	6 (61-72 months)	\$28.48	\$28.84	\$29.20	\$29.57	\$29.94	\$30.31	\$30.69
5.79%	7 (73-84 months)	\$30.13	\$30.51	\$30.89	\$31.28	\$31.67	\$32.07	\$32.47

D. Lieutenant

		<u>COLA</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>	<u>1.25%</u>
<u>Step Increase</u>	<u>Step</u>	<u>05/01/2021</u>	<u>05/01/2022</u>	<u>05/01/2023</u>	<u>05/01/2024</u>	<u>05/01/2025</u>	<u>05/01/2026</u>	<u>05/01/2027</u>
	1 (0-12 months)	\$35.22	\$35.66	\$36.11	\$36.56	\$37.02	\$37.48	\$37.95
3.92%	2 (13-24 months)	\$36.60	\$37.06	\$37.52	\$37.99	\$38.46	\$38.94	\$39.43
3.96%	3 (25-36 months)	\$38.05	\$38.53	\$39.01	\$39.50	\$39.99	\$40.49	\$41.00

Section 23.02 – Longevity Pay

<u>Years of Service</u>	<u>Longevity Pay</u>
1-4	\$0.00
5-9	\$300.00
10-14	\$500.00
15-19	\$800.00
20-24	\$1,000.00
25 years or more	\$1,500.00

ARTICLE XXIV SAVINGS CLAUSE

If any provisions of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted federal or state legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

ARTICLE XXV ENTIRE AGREEMENT

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 this Agreement, it may be changed by the Village. This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining, (except as specifically provided for in this Agreement), for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties.

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

ARTICLE XXVI DURATION

- A. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than one-hundred-twenty (120) nor less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify this Agreement.

- B. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations until agreement is reached so long as the UNION remains the exclusive bargaining agent for the employees covered by this Agreement.

Signed and entered into this _____ day of _____, 2019.

For the UNION

For the VILLAGE

APPENDIX A: PROCESSING FAIR SHARE OBJECTIONS

Section A.1 FILING AN OBJECTION:

An employee with any objections to a fair share payment shall initially file his/her objection by notifying the UNION President in writing by registered or certified mail post-marked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

Section A.2 REVIEW STEP ONE:

Any objection properly submitted to the UNION President shall be promptly heard by the Executive Board of the UNION, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.

Section A.3 REVIEW STEP TWO:

Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency.

Section A.4 SEGREGATED FUNDS:

Upon the initial receipt by the UNION of any contested amount of proportionate fair share payment by an employee, the UNION shall cause to direct the contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, and remain so segregated from usual and customary UNION funds until such time as the validity of the objection is finally determined.

Section A.5 REBATES

In the event that the UNION determines or an arbitration award directs a reduction in the proportionate share payments, the UNION shall notify the VILLAGE to comply with said ruling as to prospective deductions from the salaries of non-members and the UNION shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

APPENDIX B: 7(g) AGREEMENT

**Romeoville Fire Department
Special Assignment 7(g) Agreement**

This Agreement is made pursuant to the statutory provisions of Section 7(g)(2) of the Fair Labor Standards Act, 29 U.S.C. 207(g)(2), between the Romeoville Fire Department and _____ (“Employee”). In consideration of the mutual covenants, undertaking and agreements hereinafter made, the parties agree as follows:

1. Employee is employed by the Village of Romeoville in the position of _____, and in that position Employee is normally paid at a set forth “straight-time” rate for the first 106 hours in each pay period (14 days), and at an overtime rate for each hour worked in excess.
2. At times, and at their own free will, the Employee may work in a capacity for the Village in the following positions at the following hourly rates:

<u>Coordinator Position</u>	<u>Rate</u>
EMS Coordinator	\$22.09
Academy Coordinator	\$22.09
Training Coordinator	\$22.09
Fleet Services Coordinator	\$22.09

<u>Position</u>	<u>Rate</u>
Fire Prevention Division Work	\$19.33
Public Education work	\$14.50
Training Division Work (non-Fire Academy)	\$14.50
Support Services Division work	\$13.40
EMS Division work	\$13.40
Operations Division work	\$13.40
Hazardous Materials Division equipment maintenance	\$13.40
SCBA Division work	\$13.40
Specialty Team drills & meetings	\$14.50
Department Stoker	\$19.33

Fire Academy Lead Instructor	Commensurate with existing Fire Academy rate
Fire Academy Assistant Instructor	Commensurate with existing Fire Academy rate
Fire Academy CPR Instructor	Commensurate with existing Fire Academy rate
Fire Academy Course Prep	Commensurate with existing Fire Academy rate
Fire Academy Provisional Pay	Commensurate with existing Fire Academy rate
Fire Academy Meeting Pay	Commensurate with existing Fire Academy rate

In these cases Employee is paid at the rate set forth for the above positions for that fiscal year.

3. The parties agree that all hours worked by the Employee in the capacity described in Paragraph 2 will be paid at the overtime rate of 1½ times the rate specified for the work described in Paragraph 2. The statutory overtime hours worked by the Employee in performing the duties in any other Fire Department capacity, other than the duties listed in Section 2 above, will be paid at one and a half times the Employee’s normal straight-time rate.

4. The parties agree that hours totaling over 106 per pay period for employees performing only the duties in Section 2 above, will be paid at one and a half times the corresponding rate for the worked listed in Section 2 above.

Agreed this _____ day of _____, _____.

Employee Signature

Fire Chief Signature

Employee Printed Name

Fire Chief Printed Name