

**Agreement between the
Village of Lombard and the
Lombard Firefighters Union
Local #3009**



June 1, 2004 – May 31, 2008

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Article I - Preamble

Section 1.1 - Definition

This Agreement is hereby entered into between the Village of Lombard, hereinafter referred to as the "Village" and the Lombard Firefighters' Union, Local #3009, of the International Association of Firefighters, AFL-CIO, CLC, hereinafter referred to as the "Union".

Section 1.2 - Purpose of Contract

The purpose of the contract is to provide harmonious and cooperative relationships through a mutual process and to insure orderly and uninterrupted efficient operations. The Village and the Union desire to enter into an agreement reached through collective bargaining which will provide as its purpose, the following: (1) The fair and equitable treatment of employees; (2) The promotion of equality and continuance of public service while fully recognizing the value of employees as they perform vital and necessary work; (3) The specification of wages, hours of work and other conditions of employment; (4) The avoidance of interruption or interference with the efficient operation of Village business; (5) The prompt and equitable resolution of disputes.

This Agreement is entered into in consideration of the mutual performance thereof in good faith by the parties.

Article II - Gender

For the purpose of this agreement, the masculine gender shall include the feminine, the feminine shall include the masculine, unless otherwise stated to the contrary.

Article III - Recognition and Unit Description

The Village recognizes the Union as the sole and exclusive collective bargaining agent for the bargaining unit consisting of all full-time sworn firefighters below the rank of Lieutenant; but excluding Lieutenants, Battalion Chiefs, Deputy Chiefs, Fire Chief, and all civilian personnel of the Fire Department.

Article IV - Union Security and Rights

Section 4.1 - Union Membership

Employees may join or not join the Union as a personal choice.

Section 4.2 - Authorization for Dues Deduction

(a) Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, subject to Section 4.1 of this Article, shall remain as members of the Union during the term of this Agreement. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Village and the Union during the thirty (30) days prior to the expiration of the contract.

(b) The Village's obligation to make appropriate deductions shall immediately terminate upon receipt of a revocation of membership from an employee or upon the employee leaving Village employment; or being promoted to a position not covered by this Agreement.

Section 4.3 - Procedure for Dues Deduction

(a) Upon receipt of a signed authorization from an employee, a uniform percentage amount of a top firefighter's base salary, as certified by the secretary/treasurer of the Union, shall be deducted from such employee's biweekly paycheck. (The amount certified by the Union shall not be changed more than once each fiscal year.) The amounts so deducted shall be forwarded each pay period to the secretary/treasurer of the Union together with a list of the names and amounts for whom deductions have been made. If the employee has no earnings due for a particular pay period, the Union shall be responsible for collecting said dues.

(b) The Union shall indemnify and save harmless the Village and its officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of, or by reason of, any action taken or not taken by the Village, its officers, agents and employees in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made resulting in an over payment by an employee, the Union shall refund any such amount directly to the involved employee, with notification to the Village.

Section 4.4 - Exclusive Bargaining Status

For the term of this Agreement the Village shall not meet, discuss or negotiate with any other employee organization on matters pertaining to wages, hours of work and other conditions of employment for employees in the bargaining unit.

Section 4.5 - Union Access

One (1) non-employee Union representative shall normally have access to the premises of the Village for the purpose of resolving disputes or problems arising under this Agreement, provided the grievance has been appealed to Step 3 of the grievance process. In the event a resource person(s) or legal counsel representing the Union are needed to assist in the Step 3 hearing or subsequent proceedings, such representative(s) shall also receive access with the designated non-employee Union representative. In order to receive access, the representative(s) must provide notice to the Fire Chief or his designee. The representative(s) may visit with employees during their non-working hours if such visit does not disturb the work of employees who may otherwise be working.

Section 4.6 - Union Leave

(a) An employee may utilize accumulated personal leave, vacation leave or shift exchange for legitimate Union business such as Union meetings, locally or outside the Village of Lombard, such time off shall not be detrimental to the employee's record.

(b) Leave of absence, as defined in Section 24.1, may be requested by Union members authorized to represent the Union to attend meetings, conventions or conferences pertaining to Union business. Approval or disapproval of such request by an authorized Union member shall be at the sole discretion of the Village. It is agreed that leave of absence of authorized Union members for Union business shall not exceed four (4) duty days in even numbered years (e.g., 1988, 1990, 1992, etc.) for the total Union membership, provided such leave of absence(s) is approved pursuant to Article XXIV, Section 24.1 of this Agreement. It is understood that thirty (30) day advance notice of request for leave will be given to the Deputy Fire Chief or his designee.

Section 4.7 - Bulletin Boards

The Village shall provide an area in each fire station not to exceed three (3) feet by three (3) feet for a Union bulletin board. The bulletin board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature. One (1) copy of all posted material will be sent to the Fire Chief or his designee.

Article V - Labor-Management Meetings

A Labor-Management Committee consisting of the Village Manager, or his designee, and up to two (2) other members of the Village 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. The Village's specific written response to all recommendations supported by a majority of the Committee shall be presented no later than thirty (30) days from the Labor-Management meeting which produced the majority recommendation, said response shall also be made a part of the written minutes presented at the next Labor-Management meeting. The Union and the Village shall exchange agenda items at least seven (7) calendar days in advance of the meeting. Discussions shall be limited to matters set forth on the agenda and other matters mutually agreed to by the parties, but 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 will be released from duty with pay by the Village for time spent in Labor-Management meetings when such release will not adversely affect the operations of the department or result in the payment of overtime.

Article VI - Management Rights

The Village has and will continue to retain all powers, rights, authority, duties and responsibilities heretofore conferred upon and vested in it by the Statutes and Constitutions of the State of Illinois and the United States and the ordinances of the Village of Lombard and any modifications made thereto, provided that such Village ordinances do not conflict with the specific provisions of this agreement.

Except as amended, changed or modified by this Agreement, the Village shall have the sole right, responsibility and prerogative to manage the affairs of the Village and direction of the work force, including, but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or delivered; to make, alter and equitably enforce reasonable rules, regulations, orders and policies; to objectively evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Article VII - Subcontracting

Section 7.1 - Policy

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the Village's lawful authority under Illinois statutes.

Section 7.2 - Notice and Discussion

If the Village elects to exercise its rights as per Section 7.1 above, the Village shall notify the Union at least sixty (60) calendar days prior to the implementation. The Union may within fourteen (14) calendar days of receipt of the Village's notice of implementation notify the Village of its desire to engage in impact or effects bargaining. Such bargaining shall commence within ten (10) calendar days of such notice. The parties shall negotiate in good faith for a period of not less than thirty (30) calendar days. If no agreement is reached, the Union may elect to refer the question of the impact or effects bargaining to arbitration according to the procedures of Section 315/14 of the Illinois Public Labor Relations Act.

Article VIII - Hours of Work and Overtime

Section 8.1 - Regular Hours

This Article is intended to define the regular hours of work per day or per week during the term of this Agreement and shall not be construed as a guarantee of work per week.

Section 8.2 - Normal Work Day and Work Week

The normal work day and work week for employees shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). A Kelly Day (i.e., what would otherwise be a 24-hour duty day) shall be scheduled off every eighteen (18) duty days, thereby reducing the normal work week to an average of 52.88 hours (52.42 hours effective January 1, 2007). Shifts shall commence at 0800 hours and end at 0800 hours the following day.

Kelly Days may be traded between firefighters, provided such trades are between members of the same shift. Kelly Day trades shall not result in the payment of overtime. Kelly Day trades are subject to approval by the Fire Chief or his designee, which approval will not be unreasonably denied. Multiple Kelly Day trades are allowed, however, the Village will consider such Kelly Day trade requests on a case by case basis. Effective January 1, 2007, each bargaining unit employee shall be granted one additional Kelly day, which such day shall be scheduled off in the same manner and at the same time as vacation days are scheduled under Section 23.4.

Section 8.3 - Job Opening

(a) In the event of a job opening due to promotion, transfer, demotion, retirement or demise of an employee, where the opening is to be filled by a lateral transfer, such transfers shall be made in accordance with the following provisions:

(1) The employer has the right to fill all job openings on a temporary basis not to exceed ninety (90) days pending completion of these provisions.

(2) All positions to be filled by lateral transfers shall, be announced by a bulletin which shall be posted in convenient locations accessible to all employees for a period of at least ten (10) days. Such positions shall be considered open for written bids for this ten (10) day period.

(3) In the event more than one (1) employee submits a written bid to the Village for the position, the position shall be given to the employee with the greatest seniority (length of continuous service with the Fire Department) where the skill, ability, and required experience level are determined by the Village to be relatively equal among the employees, provided the assignment does not adversely effect the effectiveness or efficiency of the Department, or its ability to work as a unit.

(4) In the event a bid is not received for a posted position from an employee deemed by the Village to be qualified for the position, the Village shall make such assignment.

(b) Except in an emergency when personnel are transferred from one shift to another (a to b, a to c, b to c, or vice versa), they will receive a minimum of forty-eight (48) hours off from the time they leave one shift until they report for duty on the other shift. Such forty-eight (48) hour time off may include a vacation or a personal day.

(c) Station assignments shall be made on the basis of seniority, where skill, ability, and required experience level are determined by the Village to be relatively equal among the employees, provided the assignment does not adversely effect the effectiveness or efficiency of the Department or its ability to work as a unit. Individuals may be transferred regardless of seniority when the needs of the Department so warrant.

Section 8.4 - Overtime

(a) Overtime hours shall be considered as non-scheduled hours worked in excess of the normal work week when worked upon specific direction or approval of the immediate supervisor and shall be paid at the rate of one-and-one-half (1-1/2) times the employee's straight time hourly rate. The straight time hourly rate shall be calculated by dividing the annual salary (base salary plus additional premiums or incentive pays) by the scheduled annual hours: 2750 (2726 as of January 1, 2007). In order to be eligible to receive overtime compensation, an employee must receive payment for the entire work week; i.e., hours worked or paid as if worked.

(b) The normal work cycle for employees assigned to 24-hour shifts shall be 27 days. For FLSA purposes, each employee's work cycle shall be established so that the employee's Kelly day (i.e., every 18th shift) starts at 8:00 p.m. on the shift of the 27th day of his work cycle and ends at 8:00 p.m. on the first day of the succeeding work cycle.

(c) In situations where it is determined to be in the best interests of the Village and mutually agreed by the Village and the affected employee, the Village shall grant compensatory time off in lieu of overtime payment at a time of one and one-half (1 1/2) rate. In such situations, compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected.

Section 8.5 - Call Back

(a) The Village may issue a call back to augment the shift strength, or for any emergency or emergencies. An employee who is called back to duty after having left work or who is held over shall receive a minimum of one (1) hour's pay at his overtime rate and by the quarter (1/4) hour thereafter.

(b) An employee who reports to duty for an overtime assignment which is subsequently canceled upon his arrival for duty shall receive a minimum of two (2) hours pay at his overtime rate or pay for the actual time worked, whichever is greater.

Section 8.6 – Hold Over

(a) In order to meet the needs of the department, the Village may hold over a firefighter or firefighters from one shift to all or a portion of the following shift.

(b) The supervisor at the fire station, absent an emergency where the “hold over” is required, may ask for volunteer(s) first from that station. If no such qualified individual volunteers, the least senior employee meeting the requirements for the “hold over” at the affected fire station shall be assigned to fill the “hold over” assignment.

(c) When an employee is required to work a hold over in excess of one (1) hour (and does so), the employee shall receive a “mandatory” credit on the Firefighter Overtime list. An employee who volunteers to work a hold over, or volunteers to substitute for another employee shall not receive a “mandatory” credit on the Firefighter Overtime list.

(d) An employee who is held over under this Section shall receive a minimum of one (1) hour’s pay at his overtime rate and by the quarter (1/4) hour thereafter.

(e) The Overtime Call Out Procedure (Appendix D) shall be invoked by the supervisor at the fire station at the time that the supervisor reasonably anticipates that the holdover assignment is likely to exceed six (6) hours. The employee held over under paragraph (b) of this Section shall remain until the employee who volunteers or is mandated from the Overtime Call Out Procedure reports for duty.

Section 8.7 - Emergency Overtime

The Fire Chief or his designee shall have the right to require overtime work and employees may not refuse overtime assignments in emergency situations. In non-emergency situations the Fire Chief or his designee shall select volunteers in accordance with the Overtime Call-Out Procedure dated January 31, 1994, a copy of which is attached hereto as Appendix D, as the same may be changed from time to time through the Labor-Management process. However, volunteers will not necessarily be selected for work in progress or where the overtime needed is a result of specific skills, ability and experience possessed by an employee or employees.

Whenever a firefighter is needed for a detail or to fill a vacancy not considered an emergency of more than six (6) hours in a shift, selection of said firefighter, provided he is capable of performing the work required, shall be made from a rotating departmental seniority list. The Village shall endeavor to distribute opportunities for overtime over the course of the fiscal year so far as practicable among the employees covered by this Agreement.

For purposes of this Agreement, any employee who accepted an overtime assignment of more than six (6) hours shall be adjusted accordingly on the rotating seniority/hours list. The rotating seniority/hours list shall be reset and all hours zeroed out each January 1.

Section 8.8 - No Pyramiding

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

Article IX - Grievance Procedure

Section 9.1 - Definition

A grievance shall be defined as any dispute or disagreement between the parties concerning the meaning, interpretation, or application of this Agreement. Grievances will be processed in the manner and within the time limits, provided in Section 9.2

Section 9.2 - Procedure

Step 1

An employee and/or the Union Steward shall take-up a grievance in writing or orally with the employee's shift Lieutenant outside of the bargaining unit within ten (10) calendar days of its occurrence or within ten (10) calendar days of when the employee or the Union Steward knew or should have reasonably known of the occurrence. The shift Lieutenant will use his best effort to resolve said grievance within seven (7) calendar days. Any grievance not filed within the time limits set forth in this Step shall not be considered further unless both the Village and Union agree to extend the time period.

Step 2

If the grievance is not settled in Step One and the employee or the Union wishes to advance the grievance to Step Two of the Grievance procedure, it shall be referred in writing to a Battalion Chief within seven (7) calendar days after the shift Lieutenant's answer or within seven (7) calendar days of when the answer was due in Step One and shall be signed by the employee or the Union. The written grievance shall contain a statement setting forth all relevant facts of the alleged violation and the provision or provisions of the Agreement alleged to have been violated and the relief requested. A Battalion Chief shall meet and discuss the grievance within seven (7) calendar days of receipt of the written grievance with the employee, and the employee Union representative, if represented, or the Union if a Union grievance at a time mutually agreeable to the parties. If no settlement is reached, a Battalion Chief shall provide the employee, and/or the Union with the Village's written answer within seven (7) calendar days following the meeting.

Step 3

If the grievance is not settled in Step Two and the Union, or the employee wishes to appeal the grievance to Step Three of the grievance procedure, it shall be referred in writing to the Fire Chief or his designee within seven (7) calendar days after the Battalion Chief's answer or within seven (7) calendar days of when the answer was due in Step Two. The Fire Chief or his designee shall meet and discuss the grievance within seven (7) calendar days of receipt of the Step Three grievance with the employee and authorized Union representative at a time mutually agreeable to the parties. The Fire Chief or his designee shall give the Village's written answer to the employee and the Union within seven (7) calendar days following their meeting.

Step 4

If the grievance is not settled in Step Three and the Union or the employee wishes to appeal the grievance to Step Four of the grievance procedure, it shall be referred in writing to the Village Manager or his designee within seven (7) calendar days after the Fire Chief's answer or within seven (7) calendar days of when the answer was due in Step Three. The Village Manager and/or his designee shall meet and discuss the grievance within seven (7) calendar days with the employee and the authorized Union representative and such other persons as the Village Manager deems advisable at a time mutually agreeable to the parties. If no settlement is reached the Village Manager or his designee shall give the Village's written decision to the employee and the Union within fourteen (14) calendar days following their meeting.

Step 5

(a) If the Union is not satisfied with the decision of the Village Manager, the Union may appeal the grievance to arbitration by notifying the Village Manager in writing within fourteen (14) calendar days after receipt of the Village's response in Step 4 or within fourteen (14) calendar days of when the answer was due in Step 4. Within fourteen (14) calendar days of receipt of such request the Union and the Village Manager or the Manager's designee shall select an arbitrator from the permanent panel attached hereto and incorporated herein as Appendix F. Both the Village and the Union shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third. The person remaining shall be the arbitrator and shall be promptly notified by the parties of his/her selection and requested to provide a list of dates for the commencement of the arbitration hearing, which shall be subject to mutual agreement.

Note: With respect to the permanent arbitration panel attached as Appendix F, said panel shall become null and void as of May 31, 2008, and shall not be renewed in whole or in part unless mutually agreed upon by the Village and the Union. No new panel shall be permanent unless mutually agreed upon between the parties.

(b) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement as written. The arbitrator shall only consider and decide the specific issue or issues of contract interpretation or application appealed to arbitration as originally submitted in writing to the Village. The parties agree, however, that where pertinent additional information becomes known and is relevant to the originally submitted grievance, the grievance can be amended to include the additional information. The arbitrator shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall have authority to arbitrate any questions involving merit increases except for those cases that allege an arbitrary, capricious or discriminatory review. In no event, however, shall the arbitrator have the authority to alter or amend the merit system in effect at the time of the grievance. The arbitrator shall submit in writing his decision to the Village and the Union within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision of the arbitrator shall be final and binding on the employee or employees involved, the Union or the Village. No decision or remedy proposed by

the arbitrator shall be retroactive beyond the beginning of time period in Step 1 of this grievance procedure.

Section 9.3 - Fees and Cost

The fee and expenses of the arbitrator and the cost of the transcript, if requested by both parties, shall be divided equally between the Village and the Union. However, each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should only one (1) party request a transcript, that party shall pay for the cost of the transcript.

Section 9.4 - Grievance Forms

The Village shall furnish a mutually agreeable grievance form that shall be used by both parties.

Section 9.5 - Time Limits

(a) Any decision not appealed by the employee or Union as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the parties.

(b) No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

(c) No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

Section 9.6 - Investigation

Grievances shall normally be investigated during free time hours (breaks, lunch period) or any time after 1630 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 shift lieutenant. Such time shall not be abused by the Union and shall only apply to bonafide grievance investigations.

Section 9.7 - Time Off for Grievances

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 Village by the Union.

One (1) employee Union representative, whose participation in grievance meetings held pursuant to the provisions of this Article is necessary, shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which do not interfere with Village operations. Time off from duty hours with pay shall also be given to one (1) employee Union representative to attend mutually agreed upon meeting with the Village Manager or his designee for the purpose of arranging the arbitration.

Article X - Strikes and Lockouts

Section 10.1 - No Strikes

Neither the Union, its officers, agents or any employee during the life of this Agreement, shall instigate, encourage, participate in, or promote any strike, picket, concerted work stoppage, or slowdown against the Village or other curtailment or restriction, interruption of or interference with the services, work or other normal functions of the Village. Violation of this Section by any employee(s) may be grounds for disciplinary action up to and including discharge.

Section 10.2 - Union Responsibility

In the event of a violation of this Article by the Union or any of its members, the Union shall cooperate with the Village and publicly disavow and denounce such action, and shall immediately notify all employees that such action is prohibited and advise all employees to return to work.

Section 10.3 - No Lockout

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

Article XI - Discipline

Section 11.1 - Discipline

No employee shall be disciplined, suspended, or discharged except for just cause. The Village believes in the principal of progressive and corrective discipline; however, in some instances, a specific incident may justify immediate and/or severe disciplinary action in and of itself.

Section 11.2 - Manner of Discipline

If the Village has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

Section 11.3 - Jurisdiction of Board of Fire and Police Commissioners

(a) Disciplinary action or termination may be appealed to and be subject to the jurisdiction of the Board of Fire and Police Commissioners according to the applicable State law or the grievance procedure as set forth in Sections (b) and (c) of this article. Notice of said disciplinary action shall be provided in writing to the employee and to the Union President provided the employee has requested Union representation. Nothing in the article, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary employee the subject of a hearing before the Board of Fire and Police Commissioners, or part of the Grievance Procedure.

(b) Disciplinary action resulting in a verbal reprimand, written reprimand, suspension or discharge, may also be subject to appeal through the Grievance Procedure as provided in Article IX of this Agreement. Any grievance alleging a violation of Section 11.1 of this Article with respect to a suspension or discharge shall immediately proceed to Step Four (4) of the Grievance Procedure. However any reprimand or suspension of twelve (12) hours or less shall not be subject to arbitration.

(c) The parties agree that the Grievance Procedure in Article IX and the hearing process by the Board of Fire and Police Commissioners are mutually exclusive and no relief shall be available under the Grievance Procedure for any action heard before the Board of Fire and Police Commissioners. Furthermore, the parties agree that the pursuit of a grievance under this Agreement shall act as a specific waiver by the Union and the involved employee of the right to challenge the same matter before the Board of Fire and Police Commissioners and a form containing such specific waiver shall be executed by the Union and the involved employee before arbitration may be invoked under the grievance procedure of this Agreement. Employees initially seeking review by the Board of Fire and Police Commissioners who subsequently elect to file a grievance within the appropriate time limits may only do so prior to any hearing before the Board. Employees so filing a grievance shall immediately withdraw their requests and waive any and all rights to additional hearing(s) before the Board. The parties intend the remedies set forth in (a) and (b) above to be mutually exclusive.

(d) If in a case involving both parties to this Agreement, it is determined by a court of competent jurisdiction that the grievance procedure is not the exclusive and final remedy for disciplinary action and that the jurisdiction of the Fire & Police Commission shall continue over disciplinary matters then the provisions of the grievance procedure pertaining to disciplinary action shall be void.

Section 11.4 - Oral Reprimands

In cases of oral reprimand, notation of such oral reprimand shall become a part of the employee's personnel file and a copy given to the employee. An employee shall be allowed to make one (1) written response in mitigation of an oral reprimand which shall become part of the employee's personnel file.

Section 11.5 - Notification and Investigation

(a) For discipline other than oral or written reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Village will, absent exigent circumstances, offer to meet with the employee and, if the employee requests Union representation, meet with the employee and Union representative and inform them of the reason(s) for such contemplated disciplinary action. In the event exigent circumstances delay such a meeting until after such discipline is imposed, then the Village will offer to meet at the earliest practical time with the employee and, if the employee requests Union representation, meet with the employee and Union representative and inform them of the reason(s) for such disciplinary action.

(b) Before conducting an investigatory interview which may result in suspension or discharge of the employee being questioned, the employee shall be informed of his right to Union representation and shall be entitled to such if so requested by the employee. However the employee may not insist that any particular Union representative be present if such insistence causes a delay of more than five (5) calendar days. The role of the Union representative shall be to assist the employee. The representative may also attempt to clarify the reasons for such discipline. The Village retains the right in accordance with applicable State and Federal law to hear the employee's own account of the matter under investigation. This section shall not apply to meetings at which discipline is simply to be administered.

Section 11.6 - Reinstatement

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment without grievance prejudice unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.

Section 11.7 - Personnel File

Any notation of an oral reprimand shall be removed from the employee's personnel file if, from the date of the last oral reprimand, eighteen (18) months have passed without the employee

receiving additional discipline for a related offense. Any written reprimand shall be removed from an employee's personnel file if, from the date of the last written reprimand, twenty-four (24) months have passed without the employee receiving additional discipline for a related offense. Any sustained suspension(s) recorded in the employee's personnel file shall be removed from said file upon written request of the employee after sixty (60) months from the date of suspension.

Article XII - Seniority

Section 12.1 - 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. Employees hired on the same date shall be placed on the seniority list in order of their ranking on the employment eligibility list.

Section 12.2 - Probationary Period for Newly Hired Firefighters

The probationary period for newly hired firefighters shall be twenty-four (24) months in duration from the date of hire. Unauthorized absence from duty for any reason shall not apply toward satisfaction of the probationary period. During the probationary period, an employee shall be afforded all rights and privileges under the contract; except the Village may reprimand, suspend or discharge a probationary firefighter without cause and such firefighter shall have no recourse to the grievance procedure or the Board of Fire and Police Commissioners to contest such a reprimand, suspension or discharge.

Section 12.3 - 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:

- a. He quits or retires;
- b. He is discharged for cause;
- c. He is absent for three (3) consecutive shift days without notifying the Village;
- d. He fails to return to work at the end of an approved leave of absence;
- e. He fails to return from layoff within fourteen (14) calendar days from the date of recall;
- f. He is absent from work because of lay-off for a period of twelve (12) months beyond the term of this Agreement.

Section 12.4 - 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 13.1 - Layoffs

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that lay-offs are necessary, the Village shall lay-off employees in reverse order of departmental seniority, with the least senior being the first laid off.

Section 13.2 - Recall

(a) Employees who are laid off shall be placed on a recall list for a period of twelve (12) months beyond the term of this Agreement. Employees on said recall list have the obligation to keep the Village advised in writing of their current address. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified or can re-qualify within a reasonable time after recall, to perform the work in the job classification from which they were laid off.

(b) Within fourteen (14) calendar days after receiving notice of recall by registered letter the employee must advise the Village in writing that he accepts re-employment and will be able to commence employment on the date specified in the notice or as otherwise mutually agreed, whichever, is later. The Village may require that an employee undergo and pass a medical examination at the Village's expense prior to being accepted for re-employment.

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

Article XIV - Vacancies and Promotions

The parties agree that the Board of Fire & Police Commissioners shall establish testing procedures on a timely basis thereby maintaining eligibility lists to fill vacancies and promotions as provided in the Rules for the Board of Fire and Police Commissioners, as referenced by State law.

Article XV - Rules and Regulations

Section 15.1 - Modifications

The Village may adopt, change or modify rules and regulations, including personnel policies and procedures applicable to bargaining unit 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 and the employees 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 Village before they become effective if the Union so requests.

Section 15.2 - 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 his contract.

Section 15.3 - Adherence

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

Article XVI - Safety and Health

Both parties to this Agreement hold themselves responsible for mutual cooperation in enforcement of safety rules and regulations.

Article XVII - 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. Said approval shall not be unreasonably or arbitrarily withheld or denied.

Article XVIII - Acting Out of Classification

Section 18.1 - Acting Out of Classification Pay

Acting out of classification pay shall commence only upon formal assignment by the station Lieutenant, other on-duty Lieutenant, or a Chief Officer, when such officers are unavailable to respond to a fire emergency. Any employee covered by this Agreement who works in a higher position classification than his regularly assigned classification for a period of two (2) hours within a regular duty day shall be paid \$2.00 per hour in addition to his regular straight time hourly rate for all hours worked in the higher classification.

Section 18.2 - Formal Assignment

The Fire Chief, or his designee, may, at his discretion, choose to make an acting out of classification assignment to the highest listed firefighter on the most recently posted Lieutenant Promotional List available for the assignment at the fire station where the vacancy exists.

Section 18.3 - Informal Assignment

In the unforeseen event that a Lieutenant or Chief Officer fails to provide a formal acting out of a classification assignment, and is unavailable to make an assignment, the most senior available firefighter on-duty on the most recently posted Lieutenant Promotional List from the fire station where the absence of a Lieutenant has occurred, shall assume the Acting Lieutenant position. The firefighter, immediately upon assuming the Acting Lieutenant position shall notify the other Lieutenant or Chief Officer on duty.

Section 18.4 - Most Senior Assignment

In the event no employee on-duty is on the Lieutenant Promotional List, the Fire Chief or his designee may appoint any one of the three most senior employees present and working on the shift to the Acting Lieutenant position. If such employee declines the appointment, the Fire Chief or his designee may formally assign any employee other than the three (3) most senior present and working on the shift to the Acting Lieutenant position.

Section 18.5 - Qualification

The provisions set forth in Section 18.3 do not mitigate the specific provision in Section 18.1 requiring formal assignment to the higher position classification to qualify for acting out of classification pay.

Article XIX - Non-Discrimination

Section 19.1 - Equal Employment Opportunity

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

(b) The Village and Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by State or federal law or by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

Section 19.2 - Union Activity

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

Article XX - Employee Development and Education

Section 20.1 - Tuition Reimbursement

The Village encourages employees to voluntarily pursue educational programs related to their positions with the Village. Tuition reimbursement for such participation shall be subject to Appendix B, as attached hereto and incorporated herein.

Section 20.2 - Educational Incentive

The Village agrees to provide educational incentive pay to all Union members as described in the applicable section pertaining to education incentive pay of the Village Personnel Manual, attached hereto as Appendix A.

Section 20.3 - Educational Leaves of Absence

Employees may be granted paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, classes or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and/or professional ability. A request for leave shall be reviewed on a case by case basis in accordance with the judgment of the Fire Chief that there will be no adverse affect on departmental capabilities or overtime.

Article XXI - Insurance

Section 21.1 - Hospitalization and Major Medical Insurance

The Village agrees to provide hospitalization and major medical insurance for all eligible employees. An employee electing single coverage shall make the following premium contributions per pay period: Ten Percent (10%) of the premium for the plan, *i.e.* the HMO or PPO. Premiums for family coverage (*i.e.* employee and the employee's eligible dependents) shall continue to be shared according to current practice, provided the Village reserves the right to pass along up to a maximum of 35% of any increases in premium cost for family coverage provided said increase is required of all other Village employees with family coverage. Within 60 days of the date this Agreement is executed, or as soon thereafter as is practicable, the PPO and HMO plans offered to bargaining unit employees shall be modified to provide the same coverage, benefits and co-pays as those provided to full-time covered Village employees generally, including drug card co-pays. Thereafter, 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 21.2 - 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 21.3 - Terms of Policies

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 21.4 - HMO Option

The Village agrees to provide an HMO Plan as an alternative to the group insurance plan. Premiums paid by the Village for said plan shall not exceed those paid for the group hospitalization and major medical insurance.

Section 21.5 - Life Insurance

The Village shall continue to provide life insurance coverage for eligible employees at no cost to the employee according to the following schedule:

<u>Annual Earnings</u>	<u>Policy Amount</u>
Less than \$10,000	\$10,000
\$10,000 but less than \$16,000	\$20,000
\$16,000 but less than \$25,000	\$30,000
\$25,000 but less than \$35,000	\$40,000
\$35,000 and over	\$50,000

Section 21.6 - Resignation or Retirement

Any employee upon resigning or retiring from Village service may choose to continue participation in Village's 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 21.7 - Flexible Spending Program

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

Section 21.8 - Dental Insurance

During the term of this Agreement, the Village agrees to continue to offer group dental insurance subject to the terms and conditions of the provider, to the extent such coverage is reasonably available. All costs for the dental insurance shall be borne solely by the participating employees.

Section 21.9 - Vision Insurance

During the term of this Agreement, the Village agrees to continue to offer group vision insurance subject to the terms and conditions of the provider, to the extent such coverage is reasonably available. All costs for the vision insurance shall be borne solely by the participating employees.

Section 21.10 - National Health Insurance

Should some form of National Health Insurance be enacted which results in increased insurance costs to the Village, the Village may elect to reopen Sections 21.1, 21.4 and 21.7 of this Agreement only. In the event of such a reopener, negotiations shall begin within ten (10) days of the notice to reopen. If no agreement concerning increased insurance costs is reached following a reopener under this Section, then such dispute concerning any or all of the following sections may be referred to interest arbitration under Section 14 of the Illinois Public Labor Relations Act: Sections 21.1, 21.4 and 21.7 of this Agreement only.

Section 21.11 – RHS Plan

Commencing January 1, 2005, or as soon thereafter as is practicable, employees may elect to contribute a portion of their earnings, on a pre-tax basis, according to the terms of a Retirement Health Savings Plan offered by the Village, as the same may be changed from time to time by the Village. This plan is established for bargaining unit employees with the express understanding that the Village shall have no obligation to contribute monies to the Plan for or on behalf of any employee.

Article XXII - Holidays

Section 22.1 - Holidays

The following shall be considered paid holidays:

New Year's Day
Martin Luther King, JR's Birthday
Spring Holiday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Day Following Thanksgiving
Christmas Eve
Christmas Day

Spring Holiday will be observed on 03/25/05, 04/14/06, 04/06/07, and 03/21/08

Section 22.2 - Eligibility

In order to be eligible for holiday pay, the employee must work the employee's regularly scheduled work day immediately preceding and immediately following the holiday, unless the employee is on a previously authorized absence, or can provide proof of illness or an otherwise acceptable absence. In the event the Village is not satisfied with the proof provided, a physician's report shall be required. Said physician's report shall not be unnecessarily required.

Section 22.3 - Holiday Pay

Employees assigned to shift duty shall receive one (1) additional day's pay for each holiday recognized by the Village during any pay period in which a holiday(s) occurs.

Article XXIII - Vacations

Section 23.1 - Vacation Allowance

Vacation shall be earned annually based on the following schedule:

<u>Length of Service</u>	<u>24 Hour Shift Days</u>
Employee in 2nd thru 4th years of service	7 shifts
Employee in 5th thru 8th years of service	9 shifts
Employee in 9th thru 15th years of service	11 shifts
Employee in 16th year and thereafter	13 shifts

Section 23.2 - Accrual

Employees shall not be entitled to use any vacation leave during the first year of employment. All vacation days shall be earned initially on the employee's first anniversary and then each January 1st thereafter. An employee shall not be allowed to carry over more than three (3) shift days into the next calendar year, except under exigent circumstances as approved by the Fire Chief and the Village Manager.

Section 23.3 - Vacation Pay

Vacation shall be taken at the rate of not less than one-half (1/2) shift day at a time. The calendar year shall constitute the period of time during which vacations will be scheduled.

Section 23.4 - Selection

(a) Employees covered by this Agreement shall select the initial period(s) of their annual vacation on the basis of seniority. Once vacation periods are established, seniority shall not be used to bump into another employee's vacation period. The parties agree that the selection of vacation shall not be denied so long as no more than two (2) bargaining unit employees are scheduled off on any given day. Kelly days will not be considered part of scheduled vacation time off.

(b) If there is a shift change by the Village after the affected employee(s) has/have chosen his vacation time, the Village will endeavor to grant the employee his original vacation leave.

Section 23.5 - 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 XXIV - Miscellaneous Leaves of Absence

Section 24.1 - Discretionary Leave

The Village may grant a leave of absence without pay to any employee, subject to stipulations that are mutually agreed upon. The Village shall require the employee to make a written request setting forth the reason(s) for the leave.

Section 24.2 - Funeral/Birth Leave

(a) In the event of a death in the immediate family of an employee, the employee shall be granted one (1) duty day off with pay. One (1) additional day of sick leave may be granted at the discretion of the Fire Chief or his designee. The employee's immediate family is defined as spouse, parents, children (including half or step), brother or sister (including in-law, half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

(b) An employee shall be granted one (1) duty day off with pay upon the birth or adoption of a child of the employee.

Section 24.3 - Military Leave

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

Section 24.4 - 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 24.5 - Family and Medical Leave

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.

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.

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, or may, at their option, retain up to forty-eight (48) hours of 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, all accrued unused vacation leave, or may, at their option, retain up to forty-eight (48) hours of 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 (as allowed in 25.1 (c)) and all accrued unused vacation leave, or may, at their option, retain up to forty-eight (48) hours of vacation leave.

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.

Article XXV - Sick Leave

Section 25.1 - Use of Sick Leave

Sick leave shall not be considered a privilege, which may be used at the employee's discretion, but shall only be approved by the Village in the following situations:

- (a) Actual non-occupational illness or disability of the employee.
- (b) Medical or dental appointments for the employee which cannot be scheduled outside of normal working hours, provided that such leave may not exceed four (4) hours for an appointment without the approval of the Fire Chief or his designee.
- (c) Absence required by serious illness or disability of the employee's immediate family, provided no more than three (3) sick days are used for this purpose in any one (1) calendar year unless otherwise approved by the Fire Chief or his designee. An employee's immediate family is defined as children (including half or step), spouse or parent.

Section 25.2 - Accrual

Sick leave shall be accrued by all eligible employees on a bi-weekly basis beginning with the first day of employment. The rate of accrual is based upon accruing 5.4 hours per pay period. A probationary employee may be advanced up to 72 hours of sick leave (or 3 duty days) during their first year of employment by the Village, provided that if any such employee's employment with the Village terminates before such time as the sick leave advanced under this Section has actually been accrued, then the amount of non-accrued sick leave advanced under this paragraph shall be deducted from the employee's final pay or shall otherwise be repaid by the probationary employee. [E.g., if a probationary firefighter uses 72 hours of sick leave during his first six months of employment but has only accrued 70.2 hours (13 pay periods x 5.4 hours) then the Village may deduct 1.8 hours from the employee's final pay.]

Section 25.3 - Accumulation

Sick leave may be accumulated, but may not exceed sixty (60) duty days. Upon the accrual of forty-five (45) sick days, the employee may choose to participate in a sick leave buy-back plan. Under such a plan, the employee may buy back twenty-five (25) percent of his annual accrual at full pay. Participation in this plan becomes mandatory once sixty (60) sick days have been accumulated. In order to continue participation in this plan, the forty-five (45) day minimum must be maintained. Payment for any conversion shall be made once each year, normally in December.

Section 25.4 - Procedure

An employee to qualify for sick leave pay shall report any illness or disability to the immediate supervisor 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. The Village may

require a physician's report to confirm the employee's absence from work and/or his ability to continue to work. A physician's report may also be required to verify any absence of an employee due to an illness or disability of the employee's immediate family. If an employee is required to use sick leave for a period exceeding two (2) consecutive duty days, 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.

Section 25.5 - Medical Examination

All bargaining unit employees may be required to undergo a medical examination at the Village's expense every 12 months by a qualified and licensed physician selected by the Village. The information obtained by the Village from this annual medical examination shall only be as allowed according to the "Release of Information" form attached as Appendix C which shall be used by the Village and examining agency.

In addition, if there is cause for the Village to believe an employee is not fit for duty, or fit to return to duty following a lay-off or a leave of absence, the Village may require such employee to have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. (For purposes of this section, cause shall include, but not be limited to, suspected drug/alcohol use, unusual rate of absenteeism, repeated work related injuries and decreased job performance.) All such examinations/tests shall be at the Village's expense.

An employee shall cooperate with the Village physician and/or psychologist and shall authorize the release of the results of any physical and/or psychological examination or test to the Village. An employee's refusal shall be subject to disciplinary action, up to and including dismissal.

If the employee provides the Village with a statement from his physician/psychologist within seven (7) calendar days of the date the employee was notified of the determination by the Village's physician/psychologist, indicating that the employee is fit to perform the essential duties of his position, then the Village may accept the opinion of the employee's physician/psychologist or, if not, any conflict which cannot be resolved between the two physicians/psychologists shall be resolved by the opinion of a third physician/psychologist selected by mutual agreement between the Village and the employee. The Village and the employee shall each pay one-half of the cost of obtaining an opinion of a third physician/psychologist under this section.

The Village shall be entitled to the results of examinations under this section on the following basis: (a) if the physician/psychologist determines that the employee is fit to perform all of the duties of his position, then such determination shall be made known to the Village, without disclosure of additional examination results; or (b) if the physician/psychologist determines that the employee is not fit to perform all of the duties of his position, then the results of the examination and/or tests shall be confidentially submitted to the Village Fire Chief and other Village Representatives on a need to know basis.

Section 25.6 - Outside Employment

An employee shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment that is covered by Worker's Compensation.

Section 25.7 - Light Duty

The Village shall offer light duty assignments based upon a physician's approval to employees who are unable to perform full duty responsibilities because of illness, injury or disability, provided such light duty work is available, the employee can reasonably be expected to perform the work and provided there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. An employee who is on Worker's Compensation leave will be required to perform said light duty assignment if so offered. Light duty assignments shall be on a forty (40) hour work schedule, normally Monday through Friday, from 0800 to 1700 hours.

Section 25.8 - Work Related Injury

Employees who sustain an on-the-job illness, injury or disability shall be granted, if necessary, up to one (1) year of injury leave at full pay and with full accrual of benefits. While on injury leave the employee agrees to sign over or otherwise return to the Village, all temporary total disability (TTD) payments received from Worker's Compensation Insurance. The Village agrees to abide by the provisions of the Worker's Compensation Laws of the State, as they may apply to the members of the bargaining unit. The parties agree, however, that this section is not intended to provide a second path of appeal to any decision made by the Illinois Industrial Commission. It is the intention of the parties that an appeal processed through either the grievance procedure or the Illinois Industrial Commission is to be mutually exclusive.

Article XXVI - 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.

Article XVII - Uniforms

Section 27.1 - Clothing Allowance

(a) The Fire Department shall provide a new employee all required uniforms. Following completion of one (1) year of continuous service, an employee will be provided a clothing allowance of \$550.00 each June 1st (commencing June 1, 2004), which shall be increased to \$625.00 effective June 1, 2007. 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. All station wear purchased with the clothing allowance shall be fire resistive or NFPA compliant (Standard 1975, 1999 Edition).

(b) A carry-over amount not to exceed a total of \$250.00 and not less than \$15.00 will be allowed.

Section 27.2 - Clothing Change

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.

Section 27.3 - 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 27.4 - Manner of Dress

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.

Article XXVIII - Severance Pay Upon Retirement

Section 28.1 - Retirement Severance Pay

An employee eligible to receive retirement benefits from the Lombard Fire Pension Fund upon leaving Village employment shall be awarded retirement severance pay from the Village according to the following schedule:

10-14 years of service	4 weeks pay
15-19 years of service	7 weeks pay
20+ years of service	9 weeks pay

Section 28.2 - Termination

Any employee terminated by reason of disciplinary action shall not be eligible for the pay as described in Section 28.1

Article XXIX - Wages

Section 29.1 - Wages

Employees covered by the Agreement shall be paid in accordance with the schedule as set forth in Section 29.2.

Section 29.2 - Step System

(a) Effective June 1, 2004, the agreed step system for all employees shall be as follows:

<u>Step No.</u>	<u>Description</u>	<u>Annual Salary</u>
1	Less than one full year	\$43,012
2	One year one day to two years	\$45,342
3	Two years one day to three years	\$48,388
4	Three years one day to four years	\$51,078
5	Four years one day to five years	\$54,122
6	Five years one day and after	\$59,478

(b) Effective June 1, 2005, the agreed step system for all employees shall be as follows:

<u>Step No.</u>	<u>Description</u>	<u>Annual Salary</u>
1	Less than one full year	\$44,733
2	One year one day to two years	\$47,156
3	Two years one day to three years	\$50,324
4	Three years one day to four years	\$53,122
5	Four years one day to five years	\$56,287
6	Five years one day and after	\$61,857

(c) Effective June 1, 2006, the agreed step system for all employees shall be as follows:

<u>Step No.</u>	<u>Description</u>	<u>Annual Salary</u>
1	Less than one full year	\$46,522
2	One year one day to two years	\$49,042
3	Two years one day to three years	\$52,337
4	Three years one day to four years	\$55,246
5	Four years one day to five years	\$58,539
6	Five years one day and after	\$64,332

(d) Effective June 1, 2007, the agreed step system for all employees shall be as follows:

<u>Step No.</u>	<u>Description</u>	<u>Annual Salary</u>
1	Less than one full year	\$48,382
2	One year one day to two years	\$51,004
3	Two years one day to three years	\$54,430
4	Three years one day to four years	\$57,456
5	Four years one day to five years	\$60,881
6	Five years one day and after	\$66,905

Annual progression through these steps set forth in (a), (b), (c) and (d), above, shall be subject to an acceptable annual Village performance evaluation as evidenced by a rating of "meets expectations" or above, and shall be granted within the first complete pay period following the employee's anniversary date. Once an employee has reached the sixth step he shall only be eligible for a pay increase as negotiated between the parties.

Section 29.3 - Retroactive Pay

Base salary under Section 29.2 (a) shall be fully retroactive to June 1, 2004 for all members of the bargaining unit still on the active payroll on the date this Agreement is executed provided that any employee who retired on or after June 1, 2004, but before the date this Agreement is executed, or is no longer on the active payroll for reasons other than discharge or resignation, shall also be eligible to receive retroactive pay based on the hours worked between June 1, 2004 and the date of retirement or the date the employee is no longer on the active payroll. Payments shall be made on an hour for hour basis for all regular hours worked since June 1, 2004, as well as all hours of paid leave, vacation, holiday pay and overtime hours between June 1, 2004 and the date this Agreement is executed.

Section 29.4 - Premium Pay

The Village shall maintain the following annual premium pay benefits for the term of the contract as outlined below:

Effective June 1, 2004:

- | | |
|---|---------|
| (a) Certified Advanced Firefighter | \$450 |
| (b) Emergency Medical Technician | \$450 |
| (1) Effective June 1, 2005 | \$500 |
| (c) Hazardous Materials Technician | \$450 |
| (No more than 8 employees; only paid if the employee is regularly assigned and operating as a member of the special HAZ-MAT team) | |
| (d) Technical Rescue Technician | \$450 |
| (Only paid if the employee is regularly assigned and operating as a member of the TRT team) | |
| (e) Certified Paramedic while earned as a Lombard Firefighter: | |
| (1) Initial Certification | \$2,350 |
| (2) After Two (2) Years | \$2,700 |
| (3) After Four (4) Years | \$3,050 |
| (4) After Six (6) Years | \$3,400 |
| (5) After Eight (8) Years | \$3,850 |

Effective June 1, 2005--Certified Paramedic while earned as a Lombard Firefighter:

- | | |
|---------------------------|---------|
| (1) Initial Certification | \$2,470 |
| (2) After Two (2) Years | \$2,840 |
| (3) After Four (4) Years | \$3,200 |
| (4) After Six (6) Years | \$3,570 |
| (5) After Eight (8) Years | \$4,040 |

Effective June 1, 2006--Certified Paramedic while earned as a Lombard Firefighter:

(1) Initial Certification	\$2,570
(2) After Two (2) Years	\$2,950
(3) After Four (4) Years	\$3,330
(4) After Six (6) Years	\$3,710
(5) After Eight (8) Years	\$4,200

Under no circumstances shall an employee covered by this Agreement be eligible to receive paramedic and emergency medical technician premium pay at the same time.

Payment for all premium pay benefits shall be processed bi-weekly with 1/26th of the annual amount being paid with each paycheck.

Article XXX – Public Education

Section 30.1 – Purpose

This Article sets forth the hourly rate of pay for bargaining unit employees who request and are subsequently assigned by the Fire Chief to perform Public Education work in the position of “Public Educator”. The hourly rate set forth herein shall only apply to such Public Education work.

Section 30.2 – Pay Scale

The straight time hourly rate of pay for a bargaining unit employee performing Public Education work shall be \$17.08 pursuant to a 7(g) agreement between the employee and the Village. All straight time hours worked in the position of Public Educator shall be paid at time and one-half the straight time hourly rate specified in the 7(g) agreement. If at any time a bargaining unit employee receives the contractual rate of pay as Rescue Suppression Personnel, provided for in Article VIII, Section 8.4 of this Agreement, for performing Public Education work, all bargaining unit employees working as a Public Educator at the same time shall receive the contractual overtime pay rather than Section 7(g) pay.

Straight time hourly rate of pay for Public Educator work:

Effective June 1, 2004	\$17.08
Effective June 1, 2005	\$17.77
Effective June 1, 2006	\$18.48
Effective June 1, 2007	\$19.22

Section 30.3 – Callback

When a Callback or Box Alarm for the Lombard Fire Department occurs those bargaining unit members working in the Bureau of Public Education will revert to their role of Firefighter or Firefighter/Paramedic and will then be considered as Rescue Suppression personnel. At that time their pay rate will increase to their applicable one and one-half (1 ½) overtime rate as provided for in Section 29.2, and they will continue to be paid at that rate until released from the Callback or Box Alarm by the On Duty Lieutenant or Chief Officer. Once released from the Callback or Box Alarm the bargaining unit members will revert back to their pay rate for the Bureau of Public Education.

Section 30.4 – Job Opening and Bidding

When selecting an individual for the position of Public Educator, the Fire Chief will post a notice of vacancy in each fire station for a period of fourteen (14) calendar days, during which time any qualified bargaining unit employee may apply. If a bargaining unit employee is not selected for the position, then the Fire Chief reserves the right to solicit applications from persons outside the bargaining unit. The Fire Chief shall have the final right to determine who to select for this position and to remove an employee from this position when he deems necessary. No employee will be involuntarily assigned to the position of Public Educator pursuant to the terms of a 7(g)

agreement. Any employee requesting Public Education work may be required to execute an agreement pursuant to Section 7(g) of the Fair Labor Standards Act, in the form attached hereto as Appendix E.

If a bargaining unit member applies for and is not selected for a position in the Bureau of Public Education, the employee may request a meeting with the Fire Chief to determine the reason(s) for not being selected. This meeting shall be granted.

Article XXXI - 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 XXXII - Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. The Employer shall have the authority to cancel, modify or otherwise alter prior practices and agreements whether written or otherwise, unless otherwise expressly stated in this Agreement.

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

Therefore, the Village and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties agree that should the Employer cancel, modify or otherwise alter prior practices or agreements, not expressly stated in this Agreement, the Union shall have the right to notify the Employer within fourteen (14) calendar days of its desire for impact or effects bargaining. The parties agree to begin such negotiations within ten (10) calendar days of such notice and continue to bargain in good faith for a period of not less than thirty (30) calendar days.

If no agreement is reached, the Union shall have the right to refer the dispute over impact or effects bargaining to arbitration, utilizing the procedures set forth in Section 315/14 of the Illinois Public Labor Relations Act. The parties agree the Employer shall have the right to temporarily implement the change during the period of such impact or effects bargaining.

Article XXXIII - Duration

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 31st day of May, 2008. 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.

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 2nd day of December, 2004.

For the Union

[Signature]
[Signature]
[Signature]
[Signature]
Timothy G. Moran

For the Village

W. H. T. Luv
George E. Aguirre
Paul Di Rienzo
Charles M. Palco

Appendix A

Educational Incentive Pay

1. The Village provides commissioned Firefighters below the rank of Chief with educational incentive pay for successfully completing job-related college level courses from an accredited school or university.
2. Prior to receiving the incentive, a Firefighter shall provide a copy of a certified transcript demonstrating successful completion of all courses with a grade "C" or better; and a standard "Request for Educational Incentive Pay" form.
3. Eligible Firefighters shall be paid according to the following schedule:

30 semester hours	\$65.00
60 semester hours	\$130.00
90 semester hours	\$195.00

Payments, however, shall be processed bi-weekly with 1/26th of the annual amount being paid with each paycheck.

4. All payments shall be subject to State and Federal taxes.

Tuition Reimbursement Program

1. The Village of Lombard encourages voluntarily initiated undergraduate and graduate level accredited college study by its employees. Any course required of an employee by the Village shall not be considered a part of the program.
2. All full-time bargaining unit employees are eligible for participation in the Tuition Reimbursement Program provided that whatever degree or course being sought by the employee is job-related and that the employee has completed one (1) year of continuous full-time service with the Village prior to making application. Initial approval must be obtained from the Fire Chief with final approval required by the Village Manager. Criteria for approval will include the employee's performance record, the need for the training and the requirements and needs of the Village.
3. The Village shall reimburse tuition expense at a rate of 50% for undergraduate study and 75% for graduate study. Reimbursement will not be offered for books or related fees. Reimbursement will be made upon presentation of a tuition receipt and an official grade report showing completion of the course with a grade of "C" or better. A maximum annual reimbursement level is hereby established. An employee engaged in undergraduate study shall not receive an amount from the Village of more than \$600.00 per year. An employee engaged in graduate study shall not receive an amount from the Village of more than \$900.00 per year.
4. The Village shall require all employees approved to participate in the program to agree to an obligation of continued employment based upon the following schedule:

<u>Reimbursement Received</u>	<u>Obligation Period</u>
\$0 - \$300	4 months
\$301 - \$600	8 months
\$601 - \$900	12 months

5. The obligation period shall not begin until after notification by the employee that all courses listed on the application form have been completed; or that any remaining courses are no longer desired. Actual cancellation of the obligation period will begin with the date indicated on the official grade report for final course completed. Termination of employment by the employee prior to the completion of the obligation period will require the repayment of any current amount based upon the pro-rated number of full months remaining in the obligation period.

6. The Village's cost for approved tuition reimbursement will be met from amounts approved and included within the Fire Department's annual budget for the next fiscal year and shall be limited to those programs and courses where other governmental or tax-supported assistance is not available. Examples of such assistance are grants-in-aid, partial scholarships and G.I. tuition benefits.

7. Participation in the Tuition Reimbursement Program requires the annual completion of the following procedures:

a. At least four (4) weeks prior to the completion of the department budget preparation, an employee shall submit an application form requesting participation in the Tuition Reimbursement Program to the Fire Chief.

b. A list of courses expected to be completed in the upcoming fiscal year should be included along with estimated costs and estimated dates of completion.

c. If approved, the Fire Chief shall forward all information along with the signed application to the Village Manager for final approval.

d. Notice of final approval will be given to the employee and the Fire Chief with a copy being placed in the employee's file with the Bureau of Personnel and Records.

e. As employees complete individual courses, they shall submit a copy of the tuition receipt, a copy of an official grade report and a claim voucher for the amount of reimbursement to the Human Resources division.

f. After review, vouchers will be forwarded to the Finance Department and payment will be made.

g. Cancellation of the obligation period will be determined annually by the Human Resources division once final notification has been received from the employee.

8. The schedule of courses selected must not interfere with the employee's normally assigned working hours. Time off with pay will not be allowed for an employee to attend courses in connection with the Tuition Reimbursement Program. No meal or transportation allowance shall be given.

9. Employee participation in a degree program will be allowed to complete all courses necessary for the award of the degree as long as the degree being sought is job related. Employee(s) participating in individual courses for continued improvement in specific skills will have to prove job-related nature for each individual course.

Appendix C

Release of Information

It is understood between the Village of Lombard and the Health Awareness Center of EHS Good Samaritan Hospital (Hospital) that the Village will receive a work clearance document stating the employee's ability to work or not work.

It is further understood that if the Hospital physician determines that the employee is not fit for regular duty the physician will forward this determination and specific information deemed necessary by the physician to explain the reason why the employee is unable to work. The physician shall also make recommendations as to the course of action for the Village to take.

This release does not authorize the Hospital physician to release any other medical records or other unrelated documentation in the employee's medical file without prior written consent of the employee. The Fire Chief shall be entitled to such additional records or documentation on a reasonable, need to know basis. All medical correspondence from Health Awareness Center will be directed to the Fire Chief. The Fire Chief shall ensure the confidentiality of said information, in accordance with the terms of this release.

It is understood that the Fire Chief may share this information with other upper Village Representatives on a need to know confidential basis.

Nothing above precludes the Village of Lombard's rights through the Workmen's Compensation Act for the State of Illinois.

Employee Signature

Date

Overtime Call-Out Procedure

Section D.1 - Overtime List Establishment

The overtime list for all bargaining unit employees shall begin at zero hours each January 1. The overtime list for manpower requirements shall be established according to seniority and total hours of previous overtime worked.

Section D.2 - Posting

The overtime list shall be posted in the computer and updated each time overtime is required.

Section D.3 - Selection Process

1. The Lieutenant from the affected shift shall call for overtime not more than one shift day in advance.
2. The bargaining unit members' home phone number shall be used first. If the possibility exists then a message must be left.
3. If the bargaining unit member has listed a pager number then it must be utilized allowing for a ten (10) minute wait for a return phone call.
4. If overtime exists on a present shift (e.g.: an employee calls in sick), home phone numbers will be the only phone numbers used to contact the member.
5. Calling shall begin with the most qualified senior employee having worked the least number of hours.
6. The only time the employee's name shall be moved on the list will be if he accepts and works overtime equal to or in excess of six (6) hours.

* It should be noted that any bargaining unit member who works overtime of less than six (6) hours will not lose his position on the list.

Section D.4 - Mandatory Overtime

Should a mandatory overtime situation arise, the least senior employee found to be available on the Firefighter Overtime list qualified to fill the vacancy shall be mandated to work the overtime. This employee shall not be mandated again during the current posting (January 1 through December 31) unless all other employees have been mandated.

Section D.5 - New Employees

New employees shall be added to the bottom of the list at the time of the shift assignment.

Section D.6 - General

A) The Lieutenant making the phone calls shall allow a minimum of seven (7) rings of the telephone.

B) The call-in list shall be maintained on the computer jointly between the Lieutenants and the shift stewards. All other personnel shall only be allowed access to view the list, but never to alter it.

Appendix E

Section 7(g) Agreement

I, _____, agree and understand that for all straight time hours in my regular job as a firefighter at the Lombard Fire Department, I will be paid _____ per hour, and I will be paid 1-1/2 times that rate or _____ per hour for all overtime hours worked in that regular job. I also agree and understand that for all straight time hours in my secondary job as Public Educator, I will be paid _____ per hour, and I will be paid 1-1/2 times that rate or _____ per hour for all overtime hours worked in that regular job. Lastly, I understand and agree that all my hours worked in my tertiary job of Public Educator will be paid at the overtime rate of that tertiary job.

Rate Effective

Signature

Date

Appendix F

Arbitration Panel

Panel for _____ to and including _____.

Marvin Hill

Robert McAllister

Peter Meyers

Robert Perkovich

Jean Von Hoff

Appendix G

Side Letter

During the term of this Agreement, the Village may offer bargaining unit employees the option of enrolling in the Blue Advantage HMO, in which event employee premium payments shall be determined by the Village. Provided, however, the Village retains the right, with reasonable advance notice to the Union and employees, to discontinue this optional HMO at any time.