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SIDE LETTER

APPENDIX A ALTERNATIVE IMPASSE RESOLUTION AGREEMENT.....

AGREEMENT

Between

VILLAGE OF ARLINGTON HEIGHTS

And

**ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.**

2011-2014

AGREEMENT

This Agreement is made and entered into by and between the Village of Arlington Heights (hereinafter referred to as the "Village") and Local 3105, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union").

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time firefighters below the rank of Fire Marshall and Fire Captain, but excluding all sworn full-time firefighters in the rank of Fire Marshall and Fire Captain and above, Fire Commanders, any employees excluded from the definition of "firefighter" as defined in Section 1603(g)-(l) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended. Notwithstanding the foregoing, if an employee holds a full-time position as Director of Paramedic Services, he shall be excluded from the bargaining unit.

ARTICLE II

NON-DISCRIMINATION

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

ARTICLE III

DUES CHECKOFF AND UNION RIGHTS

Section 1. Dues Checkoff. The Village will deduct from each employee's first two paychecks each month the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount twice each year during the life of this Agreement by giving the Village at least thirty (30) days' notice in writing of any change in the amount of the uniform dues to be deducted. The Village shall remit the total amount of the dues deducted, together with a list of the employees from whom dues have been deducted, to the person designated by the Union in writing not later than fifteen (15) days after the issuance of each paycheck from which dues have been deducted.

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

Section 2. Fair Share. During the term of this Agreement, employees who are not members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement or thirty (30) days after they have rescinded any dues authorization pursuant to Section 1 of this Article, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union at the same intervals as Union dues are remitted. The Union may change the amount of the fair share fee at the same intervals as it may change the fixed, uniform amount of dues deducted under Section 1 of this Article, by giving the Village at least 30 days notice in writing of any change in the amount of the fair share fee to be deducted. The Union shall periodically submit to the Village a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

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

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

Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same in accordance with applicable law.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

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

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

Section 3. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any

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

Section 4. Union Use of Bulletin Board. The Village will make available space for a bulletin board (not to exceed 3 ft. by 3 ft.) in each station for the posting of official Union notices of a non-derogatory or non-partisan political nature. The Union will limit the posting of Union notices to such bulletin board and shall be responsible for maintaining its bulletin boards. The Village shall notify the Union of any materials posted on Union bulletin boards which the Village believes do not comply with the provisions of this Section.

ARTICLE IV

LEAVES OF ABSENCE

Section 1. Sick Leave. An employee shall be granted one day of sick leave for each full calendar month that an employee is on the active payroll, provided that sick leave credit for any employee shall not exceed 240 sick leave days at any one time. Sick leave shall be allowed only in cases when the employee is actually sick or disabled, there is illness in the employee's immediate family (including birth of a child) or, with the approval of the Fire Chief or his designee, to attend appointment with a doctor or dentist. For purposes of accruing and using sick leave days, a sick leave day for employees assigned to 24-hour shifts shall be 12 hours; for employees assigned to 7.5-hour shifts, a sick leave day shall be 7.5 hours. An employee's accumulated sick leave hours shall be made available upon reasonable request by calling/writing the Deputy Chief's office.

In the event an employee is unable to work due to illness, he must inform his supervisor prior to the start of the scheduled work day in accordance with any rules and regulations that may be in effect governing such notification.

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

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

For an employee to be suspected of abuse, it means that the employee has:

- a. had more than four (4) sick leave occurrences in a 12 month period, and/or
- b. had more than three (3) sick leave occurrences tied in to a scheduled day off (*e.g.* a Hanson Day, a vacation day, a duty trade day) in a 12 month period, and/or
- c. had more than two (2) sick leave occurrences either tied to a specific event or condition or demonstrating any pattern of calling in sick in a 12 month period. (*e.g.* hot drills, haz mat training, tower rescue, extremely hot day, etc.), and/or
- d. used sick leave for secondary employment or any other inappropriate uses on any occasion (*e.g.* going to a Bears game after calling in sick with the flu, playing in a baseball game after calling in sick with a sore ankle, etc.)

(Occurrence means each single event of calling in sick whether it be for two hours, 24 hours, or more [an illness that requires being off for two duty days in a row is one occurrence])

Employees suspected of sick leave abuse will not be disciplined. An employee meeting any of the above criteria who is found to have abused sick leave may receive progressive discipline in accordance with the current collective bargaining agreement and the General Orders of the Fire Department, up to and including dismissal; provided, however, that in cases of flagrant abuse (see paragraph d above), it is not necessary to use progressive discipline.

With regard to an employee suspected of sick leave abuse, should the Fire Chief, or designee, order an employee to obtain an examination to determine that employee's illness and/or fitness for duty, the medical expense, including that employee's time, shall be borne by the Village.

For retirements occurring on or after the date this Agreement is ratified by both parties, an employee who receives a pension pursuant to the Firefighters' Pension Fund (40 ILCS 5/4-101 et seq.) will receive one month's continued coverage under the Village's Comprehensive Medical Program (Article XII, Section 1) for each eight (8) days of unused sick leave that the employee has at time of retirement, provided that effective May 1, 2013 this shall change to one month's continued coverage for each six (6) days of unused sick leave that the employee has at time of retirement.

Sick leave may not be used for absence due to a work-related injury for which compensation has been provided to the employee under the Worker's Compensation Act. If an employee's illness or injury exceeds the amount of available sick leave, the employee may elect to use earned but unused paid time off.

Section 2. Funeral Leave. In the event of a death in the employee's immediate family, an employee assigned to 24 hour shifts will be granted up to two (2) shift days of leave without loss of pay for the purpose of attending the funeral; provided, however, an employee will still be eligible for funeral leave even though the employee does not actually attend the funeral if there are extenuating circumstances which prevent the employee from attending the funeral (e.g., the employee has to stay at home to take care of children while the employee's spouse attends the funeral). Requests for extensions of one duty day for 24-hour personnel shall not be unreasonably denied, but any such days shall be charged to sick leave. Non-shift employees shall be eligible for funeral leave in accordance with the Village Employee Handbook, in existence on the date this Agreement is executed. Immediate family shall be defined as the employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchild, stepparent, stepchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 3. Emergency Leave. An employee may request up to three (3) hours of emergency leave to attend to an emergency situation that arises in the employee's family or home during hours of work. The Fire Chief or his designee in considering a request for emergency leave shall take into account whether or not the occasion actually requires that the employee be absent from work in relationship to the needs of the Department, provided that the Fire Chief or his designee shall not arbitrarily and unreasonably deny a request for emergency leave. Additional emergency leave may be granted at the sole discretion of the Village.

Section 4. Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall be

retained by the employee and shall not be subtracted from the employee's regular wages. For purposes of administering this Section, the following guidelines shall be observed:

-If an employee is picked to serve as a juror for a trial on his shift day, and the trial continues to the next calendar day, the employee may go home after court without loss in pay on the duty day he serves as a juror.

-If the trial concludes or is not scheduled to resume the next day, the employee shall report for duty for the remainder of his or her shift.

-If an employee is serving as a juror in an ongoing trial, then the employee will normally be released without loss in pay at 8:00 pm on the shift day before the trial is scheduled to resume.

-If an employee is serving as a juror in a multi-day trial but court is not scheduled for his/her duty day, the employee shall report for duty.

-If an employee is summoned for jury duty, said employee shall normally be released at 0600 on such day, with no loss in pay.

Section 5. Witness Leave. An employee who is subpoenaed to testify with respect to lawsuits or administrative proceedings other than Board of Fire & Police Commission Proceedings, which the Village institutes or which arise out of the employee's employment by the Village (excluding an employee's participation in such activity at the request of the Union) shall be:

1. excused from work without loss of pay if his required participation occurs during duty hours; or
2. paid at his applicable hourly rate of pay if his required participation occurs during off-duty hours.

Any compensation which the employee receives from an outside third party for testifying in a lawsuit or administrative proceeding shall be retained by the employee and shall not be subtracted from the employee's wages(if any).

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

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

If an employee is subpoenaed to testify in lawsuits or administrative proceedings which do not arise out of the employee's employment by the Village, the employee shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade, or taking time off without pay. Employees who are subpoenaed by the Union to testify in lawsuits, administrative proceedings or arbitrations shall be permitted to comply with the subpoena by using accumulated vacation time, requesting a duty trade, or taking time off without pay, provided that the parties shall make every reasonable effort to schedule such hearing appearances that are within their control during non-work hours.

Section 6. Military Leave. Military leave, including reserve duty and training, shall be in accordance with applicable federal and state law. Employees who are required to attend periodic weekend military training sessions on the days on which they would otherwise be scheduled to work may use accumulated vacation time (pursuant to Article IX), request a duty trade pursuant to Article VIII, Section 8, or take time off without pay pursuant to Section 7 of this Article.

Section 7. Unpaid Leave of Absences. A non-probationary employee may request that the Fire Chief recommend to the Arlington Heights Fire and Police Commission that such employee be granted an unpaid leave of absence not to exceed one year, with the understanding that the Fire Chief will not arbitrarily and unreasonably refuse to make such a recommendation.

If the Fire Chief makes such a recommendation, it shall be subject to the approval of the Arlington Heights Fire and Police Commission and such rules and regulations as the Arlington Heights Fire and Police Commission may adopt from time to time governing same. The Fire Chief or his designee may, at the Fire Chief's sole discretion, grant a non-probationary employee up to three (3) unpaid leaves of absence in a calendar year without seeking approval of the Arlington Heights Fire and Police Commission, provided the combined total of such leaves does not exceed thirty (30) calendar days.

Unpaid leaves granted pursuant to Sections 4.5 (Witness Leave), 4.6 (Military Leave), 4.9 (Leave for Union President) and 14.22 (Posting of Fire Service Training Opportunities) shall be deducted from the thirty (30) calendar day limit referred to in this Section, but shall not count as one of the three occurrences permitted under this Section. The criteria for approving or denying leaves under Sections 4.5, 4.6, 4.9 and 14.22 shall otherwise be as set forth in each of those Sections.

Section 8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to (1) a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence as long as there is no significant expansion of such employment, (2) employment that is integrally related to the purpose of the approved leave, or (3) employment that has been approved in advance by the Village Manager in writing due to extenuating circumstances.

Section 9. Leave for Union President. Upon written request submitted to the Fire Chief at least two weeks in advance, the Union President or his designee shall be granted leave without pay for any scheduled duty day(s) that are needed to attend the State and/or National convention of the IAFF, semi-annual meetings of the Northern District of the AFFI, and semi-annual meetings of the Eighth District of the IAFF. The time that the Union President or his designee is absent from regularly scheduled hours of work while on such unpaid leave will nevertheless be counted as hours worked for the sole purpose of determining eligibility for overtime pay as provided in Article VIII, Section 5, of this Agreement.

ARTICLE V

SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority. Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn firefighter in the Fire Department of the Village uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the firefighters on the Fire and Police Commission hiring or promotional list, whichever is applicable, with the firefighter higher on the applicable list being the more senior. Where the term "seniority" is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 2. Probationary Period Upon Initial Hire. All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of twelve (12) months. During an employee's probationary period the employee may be suspended or terminated at the sole discretion of the Village, subject

to whatever legal rights, if any, such employee may have separate and apart from this Agreement. No grievance shall be presented or entertained in connection with the suspension or termination of a probationary employee.

The probationary period may be extended, if approved by the Board of Fire and Police Commissioners, for a comparable period of time, i.e., day for day extensions in the event a probationary employee is absent and/or on leave for any reason for a total of four (4) weeks or more during the first twelve (12) months of employment.

Section 3. Seniority List. On or before November 1 each year, the Village will provide the Union with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) calendar days after the Union's receipt of the list.

Section 4. Layoff. If the Village decides to lay off employees, the employee with the least continuous full-time employment on the affected job category (*i.e.*, Lieutenant, Firefighter II - paramedic, Firefighter II - engineer, and Firefighter I) shall be laid off first. An employee who otherwise would be laid off may bump the least senior employee in another job category if the employee is fully qualified to perform the job duties of the least senior employee in said job category.

Notwithstanding the above, in no event shall any employee be laid off who would not be laid off pursuant to the provisions of 65 ILCS 5/10-2.1-18. For purposes of determining which employee(s) will actually be laid off, Firefighter II - paramedic, Firefighter II - engineer, and Firefighter I shall be all considered the rank of firefighter. After any bumping as provided above, the last hired firefighter shall be the first laid off.

Section 5. Recall. Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of receipt of the notice of recall (provided that the Fire Chief for good cause shown may extend the number of days to twenty-eight (28)), provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged for just cause;
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence (other than a continuation of employment that the employee had prior to going on an approved leave of absence);
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- (f) is laid off and fails to notify the Fire Chief or his designee of his intention to return to work within seven (7) days or to report for work within twenty-one (21) days after having been recalled;

- (g) does not perform work for the Village (except for military service or an established work related injury compensable under workers' compensation or employees receiving disability pension) for a period in excess of twelve (12) months.

Section 7. Seniority Adjustments. Seniority shall be interrupted in the event an employee is placed on a non-duty disability pension exceeding 30 calendar days, granted an unpaid leave of absence exceeding 30 calendar days, or is laid off. When an employee returns from a non-duty disability exceeding 30 calendar days, unpaid leave of absence exceeding 30 calendar days, or a layoff, his seniority shall be his length of service up to the date of layoff, disability or beginning of the unpaid leave of absence. Seniority shall not be interrupted, and shall continue to accrue, during periods of time when an employee is receiving workers compensation or disability pension benefits for a work related injury.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement. Employees shall have the right to authorize in writing the Union to file and process grievances on their behalf, or to file grievances without the intervention of the Union.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's (in most cases, the Commander) immediate supervisor outside the bargaining unit, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the

relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response including the reasons therefor to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Fire Chief, or his designee, within seven (7) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant within seven (7) calendar days after the grievance is appealed to Step 2.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Fire Chief within seven (7) calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and no more than two (2) authorized representatives of the Union at a time mutually agreeable to the parties within said seven (7) day period. The Fire Chief or his designee may invite one other non-bargaining unit employee to be present at such meeting. If no settlement of the grievance is reached, the Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant and the Union within seven (7) calendar days following their meeting.

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

Section 3. Bypassing Steps. The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure.

Section 4. Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's written answer as provided to the Union at Step 4. Only the Union may refer grievances to arbitration.

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that any panel be composed only of members of the National Academy of Arbitrators. The parties agree to use the AAA's ranking process for determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the simultaneous submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5. Attendance at Grievance Meetings. If any grievance meetings/arbitration hearings are scheduled during the working hours of any grievant who desires to attend or his Union representative, such employee(s) shall be released from duty to attend such meetings/arbitration hearings without loss of pay.

Section 6. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, applicable court decisions, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 6 shall be final and binding.

Section 7. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further; provided, however, that such a waiver shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer; provided, however, that such a settlement shall not serve to waive an employee's right to file a future grievance involving similar facts and circumstances. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 8. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE VII

NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform

mandatory overtime, mass resignations or mass absenteeism, regardless of the reason for so doing.

Section 2. Obligations of Union. In the event of a violation of Section 1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Union complies with this Section 2 hereof, the Village agrees that the Union shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

Section 3. No Lockout. The Village will not lock out any employees as a result of a labor dispute with the Union.

Section 4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the grievance procedure before instituting court action seeking such judicial restraint and/or damages.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle.

Section 2. Normal Work Day and Work Week. The normal work day and work week for employees assigned to 24-hour shifts shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). Twenty-four hour shifts shall start and end at

8:00 a.m. In lieu of holidays and to reduce the average work week, every ninth (9th) shift shall normally be scheduled off (*i.e.*, Hanson days).

The normal work day and work week for employees assigned to 7.5-hour shifts shall be 37.5 hours based on five 7.5-hour shifts, Monday through Friday, excluding any unpaid lunch period that may be scheduled. Such 7.5-hour shifts shall fall between the hours of 8:00 a.m. and 5:00 p.m.

Section 3. Normal Work Cycle. The normal work cycle for employees assigned to 24-hour shifts shall be 27 days. The normal work cycle for employees assigned to 7.5-hour shifts shall be 28 days.

Section 4. Changes in Normal Workday or Normal Work Cycle. Subject to Sections 2 and 3 above, should it be necessary in the Village's judgment to establish individual schedules departing from the normal work day, normal work week, or the work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours advance notice of such change to all employees whose normal work day, normal work week, and/or normal work cycle is changed, provided that such changes are not made for arbitrary and capricious purposes. Employees shall not be required to alter their normally scheduled hours of work without their consent in order to prevent such employees from being eligible for overtime pay.

Section 5. Overtime Pay. Employees assigned to 24-hour shifts shall be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of 204 in their 27-day work cycle or in excess of 24 hours in a work day. Employees assigned to 7.5-hour days shall be paid one and one-half times their regular hourly rate of pay for all hours worked in

excess of 150 hours in their 28-day work cycle or in excess of 75 hours in a two-week pay period.

An employee's regular hourly rate of pay shall be based upon a 49.8 hour work week for 24-hour shift personnel and a 37.5 hour work week for 7.5-hour personnel and shall be determined by dividing the employee's annual salary by 2598 for 24-hour shift personnel and by 1950 for 7.5-hour personnel.

In accordance with the policy and practice in effect prior to the effective date of this Agreement, the provisions of this section shall not be applicable to special details (e.g., race track) which are compensated at an hourly rate established by the Village.

Section 6. Distribution of Hirebacks. Except in emergency circumstances where it is not feasible to use the hireback procedure set forth herein, the opportunity to work hirebacks shall be in accordance with the following procedures.

Advance Hireback Procedure.

Rosters A & B, as described herein, shall be used when the Village anticipates a hireback in advance of the shift when the hireback will be worked, *i.e.*, before the shift begins. The Shift Commander or his designee shall prepare, maintain, and post in each fire station current seniority-based rosters of firefighters, firefighters/paramedics, firefighters/engineers, and lieutenants who are qualified and available for hireback. Roster A shall be used when the Village anticipates, in advance of the shift, that the hireback will be for twelve consecutive hours or less. Roster B shall be used when the Village anticipates, in advance of the shift, that the hireback will be for over 12 consecutive hours. (Each employee shall be entitled to two refusals ("R's") on the B list, without losing their place on the list—for each new calendar year.) In any event, however, an employee shall only be compensated for hireback hours actually worked, regardless of from which roster the employee was hired back.

If the Village determines that it is necessary to hire back in any classification, employees shall be hired back by classification in the order in which they appear on the applicable written roster. The Village shall not be obligated to hire back any employee whom the Shift Commander or his designee was unable to contact and in such situations the Shift Commander or his designee shall have the right to hire back the next person on the applicable roster. Also, once an employee has been offered a hireback opportunity twice or accepts a hireback from a particular roster, such employee shall not be offered another hireback opportunity from the same roster until their name comes up in rotation on the same roster. In addition, once an employee has accepted a hireback off either roster on a specific occasion, then such employee shall be ineligible for another hireback off either roster for the same duty day. The Village retains the right to hire back additional employees in any classification after the Shift Commander or his designee has contacted or attempted to contact all of the employees in the applicable classification on the roster.

Notwithstanding the foregoing, selection of employees for hireback opportunity shall first come from the preceding shift if the need for the hireback is known before the shift ends.

If hireback opportunity still exists after the above employees in appropriate classifications have been consulted, appropriately classified employees on a Hanson day on the shift where the need for the hireback occurs shall be contacted next in seniority order and offered the hireback opportunity. Such employees shall not lose their position in the rotation on the applicable roster for refusing the hireback opportunity.

Employees who are not on duty due to vacation, duty trade (which the employee requested before 5 p.m of his prior duty day, per Article VIII, Section 8), Hanson Day, sick leave or I.O.D., when it is their turn for hireback opportunity shall be passed over without losing their

place on the applicable hireback roster (A or B). In addition, an employee scheduled to work a fireguard, attend a Village required medical exam or Department directed extra duty assignment pursuant to Article XIV, Section 24 shall be passed over without losing their place on the applicable hireback roster (A or B). An employee who has taken early relief or holdover, 2 hours or less, who is called for a hireback, shall be marked as an automatic refusal, be it the first or second offering on the appropriate hireback roster (A or B). Employees who will not be reporting for their next duty day at 8 a.m. due to scheduled vacation or Hanson Day and/or pre-approved duty trade may be passed over for intervening hireback opportunities without losing their place on the applicable hireback roster. Employees on extended sick leave or extended I.O.D., *i.e.*, 3 or more duty days, shall be passed over once; if they are still on such status the next time their name comes up in rotation, they shall lose that hireback opportunity.

If an employee is hired back off Roster A in a specific instance but actually works more than 12 hours on such occasion, then such employee will not lose his/her place on Roster A, but shall be passed over the next time his/her name comes up for a hireback opportunity on Roster B. Conversely, if an employee is hired back off Roster B in a specific instance but actually works less than 12 hours on such occasion, then such employee will not lose his/her place on Roster B, but shall be passed over the next time his/her name comes up for a hireback opportunity on Roster A.

Mid Shift Hirebacks.

If the Village decides to hireback for a shift which has already begun (mid-shift), then it will follow the procedure described in this paragraph, whenever feasible. A third roster, known as Roster C, shall be prepared when this agreement is implemented. Roster C shall list all bargaining unit employees by seniority. When the Village decides to hireback mid-shift, it will issue a general page to all members of the bargaining unit. Employees who are off duty shall

have fifteen (15) minutes to respond to the page. Among those responding, the most senior qualified employee with the fewest number of hirebacks on Roster C shall be assigned the hireback. (Roster C shall be reset to zero hirebacks for all employees on April 30, 2011.) The Village and the Union shall discuss any unforeseen implementation issues concerning this procedure during Labor Management meetings.

General Provisions

An employee who works a hireback on what would otherwise be his Hanson day shall only be eligible to receive overtime pay at time and one half his regular hourly rate of pay for those hours of work, if any, that are in excess of 204 in the employee's 27 day work cycle; hireback hours on a Hanson day which are not in excess of 204 shall be paid at the employee's regular straight time hourly rate of pay.

Nothing in this Agreement shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift (*e.g.*, an ambulance run), provided that such a holdover does not affect that employee's position on the hireback roster. If any employee establishes that he has not received his appropriate share of hireback opportunities in accordance with the procedure set forth herein, such employee shall have first preference to future hireback opportunities he is properly qualified to perform on the applicable hireback roster until the mistake has been corrected.

Absent emergency circumstances, employees shall not be scheduled to work more than 48 consecutive hours.

Section 7. Call Back Pay. Employees who are called back to work outside their normal hours of work (*i.e.*, hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid one and one-half times their straight-time hourly rate of pay for all hours

worked outside their normal shift, with a minimum of two hours' pay. This provision shall not be applicable to scheduled overtime.

Section 8. Duty Trades for 24 Hour Personnel. Employees shall be permitted not more than 18 completed duty trades between employees of equal qualifications (*i.e.*, paramedic for paramedic, engineer for engineer, officer for officer, etc.) each calendar year provided the request for a duty trade is submitted to the employee's Shift Commander or acting Shift Commander by at least 5 p.m. on the duty day in advance and the employee standing by has not worked the immediately preceding 48 consecutive hours. (Subject to the conditions specified in this Section, a Paramedic/backup driver can trade with an engineer, provided the engineer can only trade with the paramedic on a duty day where the paramedic is scheduled to drive at the time the trade is approved by the Shift Commander.) Only the Shift Commander, or Deputy Chief if the Shift Commander is absent, may approve or deny duty trades. Requests made after 5 p.m. on the employee's advance duty day may be denied by the Shift Commander (Deputy Chief if the Shift Commander is absent) if:

- (a) the employee standing by does not have equal qualifications or abilities, including the ability to perform the duty assignment for the shift in question;
- (c) the employee standing by has worked 48 consecutive hours immediately preceding the requested trade; or
- (d) the requesting employee has had 18 completed duty trades during the year.

A duty trade which is a "flip flop" (*i.e.*, the employees trade adjoining duty day shifts) shall be counted as a completed duty trade only for the employee requesting the "flip flop." Duty trades for military leave shall not count for purposes of calculating the number of duty trades an employee takes. Likewise, duty trades of 10 hours or less shall not be counted for purposes of such calculations. Duty trades of eight (8) hours or less shall not be used for the purpose of secondary employment, with the understanding that duty trade for the last two (2)

hours or less of the shift shall not be subject to this limitation on the use of a duty trade. A total of twelve (12) duty trades in the aggregate per calendar year (accumulative to a maximum of 24 if 12 are not used in a calendar year) for Union officers/delegates for the purpose of attending union conventions/seminars and union regional meetings shall not be counted for purposes of calculating the number of duty trades for the Union officers/delegates making the trades but shall be counted for the employees with whom the trades are made.

An employee who is not capable of working at the time of a duty trade request, or whom the Village reasonably believes will be incapable of working when the trade is scheduled to occur, is ineligible to participate in a duty trade.

If an employee terminates his or her employment with an outstanding duty trade, that duty trade is void. The original employee with whom the duty trade was with shall be responsible for his or her own day. Any deviation from this paragraph is at the sole discretion of the Fire Chief.

Section 9. Scheduling of Hanson Days. On or before October 15, the Shift Commander shall identify the nine (9) Hanson Day slots, including the sequence of slots that are available for selection, for each of the twenty-seven (27) calendar day scheduling cycles (work reduction days for FLSA purposes) for the following calendar year, together with the available positions (*i.e.*, no more than 1 officer, 1 engineer or 2 paramedics may be off on any given Hanson Day slot and the number of positions per slot. Effective for the 1990 calendar year and thereafter, the floating holiday shall be converted to a Hanson Day (*i.e.*, a work reduction day for FLSA purposes) and shall be selected as provided in this Section.

Prior to November 1, each employee shall submit to the Shift Commander who will be in charge of the duty shift on which the employee has been assigned for the next calendar year a

written list which specifically identifies the employee's Hanson Day slot selections in order of preference for each slot which contains his position. If an employee fails to provide the appropriate Shift Commander with his list of Hanson Day slots in order of preference by November 1, the employee shall be deemed to have waived his right to participate in the selection process and the appropriate Shift Commander shall assign the employee to an available Hanson Day slot for his position after all other employees who submitted lists have been placed in Hanson Day slots for their position based on seniority as set forth below.

On or after November 1, the Shift Commander shall place the employees assigned to his duty shift for the following calendar year into Hanson Day slots appropriate for their position starting with the employee in the middle of the seniority list for said shift and thereafter alternating between the next employee with more seniority and the next employee with less seniority. The seniority list for the shift shall be based on departmental seniority as defined in Article V, Section 1, rather than time served on that particular shift. If there is an even number of employees on the seniority list for the duty shift in question, of the two employees in the middle of the list, the Shift Commander shall start with the more senior of the two. In placing each employee in a Hanson Day slot appropriate for his position, the Shift Commander shall use the employee's highest available preference when it is that employee's turn to be placed into a Hanson Day slot.

For purposes of scheduling and selecting Hanson Day slots, if the twenty-seven (27) day scheduling cycle carries over from one calendar year to the next, that cycle shall be considered as part of the preceding year.

If an employee is promoted, or transferred to another shift at a time other than the annual shift realignment, the employee will be placed in the available Hanson Day slot appropriate to his position for the balance of the year.

Section 10. Special Deployment. In the event an employee is temporarily assigned to a special deployment to incidents in connection with a state or federal declaration of emergency, the Fire Chief or his designee may assign such employee to a different work schedule for the period of such deployment. An employee will be compensated for all time spent during such special deployment, *i.e.*, from portal to portal, provided Village costs for such special deployment are fully reimbursable by a federal or state agency. An employee on special deployment under this Section shall only be eligible for overtime pay for those hours actually worked in excess of 204 in their 27-day work cycle; all other compensable hours shall be at straight time.

Section 11. No Pyramiding. Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement, provided that the employee shall be paid under the applicable provision which provides the highest compensation.

ARTICLE IX

VACATIONS

Section 1. Vacations. Vacation allowance for 24-hour personnel shall be accrued on the following schedule.

<u>Length of Service</u>	<u>24-Hour Work Days</u>
1 thru 6 years	5
7 thru 14 years	8
15 thru 19 years	10
20 thru 23 years	11
24 years or over	13

Vacation allowance for 7.5-hour personnel shall be accrued on the following schedule:

<u>Length of Service</u>	<u>8-Hour Work Days</u>
1 thru 6 years	10
7 thru 14 years	15
15 thru 19 years	20
20 thru 22 years	22
23 years	23
24 years	24
25 years or over	25

Section 2. Vacation Eligibility. In order to be eligible to accrue paid vacation in a given month in accordance with the above schedule, the employee must be in active pay status during said month; provided, however, that an employee who is in off duty status and receiving work-related disability pay or sick leave paid by the Village (and therefore in active pay status) shall not accrue paid vacation for more than twelve consecutive months while in such off duty status.

Section 3. Vacation Accrual. Vacation days shall be taken in the year in which they accrue. In the year in which an employee reaches an anniversary date which would entitle him to additional vacation day(s) as set forth in Section 1 above, the employee shall be entitled to schedule and take the additional vacation during that calendar year. Example: An employee who on July 1, 1999, will reach the anniversary date for his 6th year of service (*i.e.*, has completed six years of service) will be entitled to schedule as provided herein and take eight (8) days of vacation during calendar year 1999.

A newly hired employee shall be entitled to schedule and take the pro rata amount of vacation days that have accrued or will be accrued for the balance of the calendar year in which the employee is hired.

Section 4. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 5. Vacation Scheduling for 24-Hour Employees. Vacation picks shall be made between November 1 and December 15 for the following calendar year and the selection process shall commence promptly on the Shift Commander's first duty day on or after November 1. If the employee fails to make his pick within twenty-four (24) hours after being notified that it is his turn to pick, the employee shall be bypassed until all remaining employees have made their vacation picks. A total of three (3) 24-hour employees, excluding non-bargaining unit supervisory employees, will be allowed to be on vacation per duty day, except in instances where only three (3) Hanson days have been scheduled for a duty day, in which case a total of four (4) 24-hour employees, excluding non-bargaining unit supervisory employees, will be allowed to be on vacation for said duty day. In the event a Shift Commander is off on a Hanson Day, then only one lieutenant can be off on vacation that day. In all other circumstances, there can be no more than two (2) lieutenants, two (2) engineers, or four (4) paramedics off on vacation and/or a Hanson Day per duty day.

Vacation picks shall be selected by shift on the basis of departmental seniority. Employees shall have the right to select up to all of their vacation days. There shall be no limit of the number of 24-hour splits in making vacation picks. Employees who do not select all of their earned vacation days may schedule them at a later date in accordance with current practice and subject to the provisions set forth above.

If an employee retires, is placed on disability retirement, is promoted, is transferred to eight (8) hour shifts, or is otherwise terminated after the employee has made his vacation selection, the vacation days thus opened up shall be made available for selection by employees on the affected shift on the basis of inverse departmental seniority. An employee who has

selected vacated vacation days shall not again be eligible to select vacated vacation days for the balance of that vacation year.

Once both vacation and Hanson Days picks have been made, an employee may request to trade any such pick for another such pick as long as it results in not more than two (2) lieutenants, two (2) engineers, or four (4) paramedics being scheduled off on vacation and/or a Hanson Day per duty day. In the event a Shift Commander is off on a Hanson Day, then only one lieutenant can be off on vacation that day. Such requests shall not be arbitrarily and unreasonably denied. While any such approved trades shall be considered duty trades for purposes of FLSA, they shall not be considered duty trades for purposes of Section 8 of Article VIII.

Section 6. Vacation Scheduling for 7.5-Hour Personnel. Employees assigned to a 37.5-hour work week shall select and schedule vacations in accordance with the practice in effect prior to the effective date of the parties' first collective bargaining agreement, with a maximum of two (2) employees permitted off on vacation on any one work day.

Section 7. Limitation on Carry-Over of Vacation. For 24-hour personnel, earned vacation days shall not accumulate beyond the year in which they are to be taken; provided, however, the Fire Chief may approve a written request that unused vacation days be carried over for exceptional circumstances (*e.g.*, to have additional days of vacation available in a subsequent year to take an extended trip abroad or to participate in a college or university program that requires residence on campus); provided, however, the Fire Chief shall not act arbitrarily and unreasonably in acting on written requests. If the Fire Chief approves the carry-over of vacation day(s) pursuant to this paragraph, then such vacation day(s) shall be selected after all employees

on the shift have had an opportunity to select their vacations in accordance with Sections 3 and 5 of this Article.

For 7.5-hour personnel, a maximum of thirty (30) vacation days may be accumulated from one calendar year to another. No vacation days in excess of thirty (30) for 7.5-hour personnel may be carried over from one calendar year to another unless specifically authorized in writing by the Village Manager.

ARTICLE X

HOLIDAYS FOR PERSONNEL ASSIGNED

TO SEVEN AND ONE-HALF-HOUR SHIFTS

Section 1. Designation of Holidays. Eligible employees who are assigned to work 7.5 hours per day, 37.5 hours per week shall normally receive ten (10) designated holidays and two (2) floating holidays per calendar year. The ten (10) holidays and the days on which they will be observed will be designated annually by the Village Manager.

In addition to the holidays designated annually by the Village Manager, if the Village Hall is closed and Village Hall employees are given all or part of a day off with pay, 37.5 hour employees shall receive the same day or part of a day off with pay, provided that this provision shall not be applicable to any day or part of a day on which Village Hall employees are given time off with pay in lieu of one of the foregoing holidays. Holidays not declared as floaters shall be observed on the day observed by Village Hall employees.

Floating holidays shall be scheduled with the approval of employee's supervisor, provided that approval shall not be arbitrarily withheld. If an employee is unable to use a floater during the calendar year because permission has been denied, the employee may carry over the

floater to the next calendar year. Floating holidays shall not be divided into less than one full day off without the mutual consent of both the employee and the employee's supervisor.

Section 2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work or be paid as if worked in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or excusable absence is established to the reasonable satisfaction of the Fire Chief or his designee. The term "scheduled working day" as used in this section shall not include any vacation day or floater on which an employee is scheduled off with pay.

Section 3. Pay for Holiday Work. If a 37.5 hour employee is assigned to work on one of the foregoing days observed by the Village as a holiday, the employee shall be paid his regular straight-time hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 2, his regular pay for the day in question. This section shall not be applicable to any holiday designated as a floater as provided above.

ARTICLE XI

SALARIES AND OTHER COMPENSATION

Section 1. Salaries. Effective May 1, 2011, employees covered by this Agreement shall be paid on the basis of the following annual salary:

<u>Fire Fighter I</u>		<u>Fire Fighter II (Engineer)</u>	
Probation	\$54,393	Step 1	\$62,921
Step 1	\$59,925	Step 2	\$66,053
Step 2	\$62,907	Step 3	\$69,335
Step 3	\$66,033	Step 4	\$72,783
Step 4	\$69,318	Step 5	\$76,403
Step 5	\$72,764	Step 6	\$80,201

Step 6	\$76,382	Step 7	\$84,192
Step 7	\$80,183		

**Fire Fighter II
(Paramedic)**

Fire Lieutenant

Step 1	\$64,420	Step 1	\$72,764
Step 2	\$67,625	Step 2	\$76,383
Step 3	\$70,985	Step 3	\$80,185
Step 4	\$74,516	Step 4	\$84,177
Step 5	\$78,222	Step 5	\$88,366
Step 6	\$82,110	Step 6	\$92,771
Step 7	\$86,197	Step 7	\$97,386

Effective May 1, 2012, employees covered by this Agreement shall be paid on the basis of the following annual salary:

Fire Fighter I

**Fire Fighter II
(Engineer)**

Probation	\$55,481	Step 1	\$64,179
Step 1	\$61,124	Step 2	\$67,374
Step 2	\$64,165	Step 3	\$70,722
Step 3	\$67,354	Step 4	\$74,239
Step 4	\$70,704	Step 5	\$77,931
Step 5	\$74,219	Step 6	\$81,805
Step 6	\$77,910	Step 7	\$85,876
Step 7	\$81,787		

**Fire Fighter II
(Paramedic)**

Fire Lieutenant

Step 1	\$65,708	Step 1	74,219
Step 2	\$68,978	Step 2	77,911
Step 3	\$72,405	Step 3	81,789
Step 4	\$76,006	Step 4	85,861
Step 5	\$79,786	Step 5	90,133
Step 6	\$83,752	Step 6	94,626
Step 7	\$87,921	Step 7	99,334

Effective November 1, 2012, employees covered by this Agreement shall be paid on the basis of the following annual salary:

<u>Fire Fighter I</u>		<u>Fire Fighter II (Engineer)</u>	
Probation	\$56,036	Step 1	\$64,821
Step 1	\$61,735	Step 2	\$68,048
Step 2	\$64,807	Step 3	\$71,429
Step 3	\$68,027	Step 4	\$74,981
Step 4	\$71,411	Step 5	\$78,710
Step 5	\$74,961	Step 6	\$82,623
Step 6	\$78,689	Step 7	\$86,735
Step 7	\$82,605		

<u>Fire Fighter II (Paramedic)</u>		<u>Fire Lieutenant</u>	
Step 1	\$66,365	Step 1	74,961
Step 2	\$69,667	Step 2	78,690
Step 3	\$73,129	Step 3	82,607
Step 4	\$76,766	Step 4	86,719
Step 5	\$80,584	Step 5	91,035
Step 6	\$84,590	Step 6	95,573
Step 7	\$88,800	Step 7	100,327

Effective May 1, 2013, employees covered by this Agreement shall be paid on the basis of the following annual salary:

<u>Fire Fighter I</u>		<u>Fire Fighter II (Engineer)</u>	
Probation	\$57,156	Step 1	\$66,118
Step 1	\$62,969	Step 2	\$69,409
Step 2	\$66,103	Step 3	\$72,857
Step 3	\$69,388	Step 4	\$76,481
Step 4	\$72,840	Step 5	\$80,285
Step 5	\$76,461	Step 6	\$84,276
Step 6	\$80,263	Step 7	\$88,469
Step 7	\$84,257		

<u>Fire Fighter II (Paramedic)</u>		<u>Fire Lieutenant</u>	
Step 1	\$67,693	Step 1	76,461
Step 2	\$71,061	Step 2	80,264
Step 3	\$74,591	Step 3	84,259
Step 4	\$78,302	Step 4	88,454

Step 5	\$82,196	Step 5	92,855
Step 6	\$86,282	Step 6	97,484
Step 7	\$90,576	Step 7	102,334

Effective November 1, 2013, employees covered by this Agreement shall be paid on the basis of the following annual salary:

<u>Fire Fighter I</u>		<u>Fire Fighter II (Engineer)</u>	
Probation	\$57,728	Step 1	\$66,779
Step 1	\$63,599	Step 2	\$70,103
Step 2	\$66,764	Step 3	\$73,586
Step 3	\$70,082	Step 4	\$77,245
Step 4	\$73,568	Step 5	\$81,087
Step 5	\$77,225	Step 6	\$85,118
Step 6	\$81,065	Step 7	\$89,354
Step 7	\$85,099		
<u>Fire Fighter II (Paramedic)</u>		<u>Fire Lieutenant</u>	
Step 1	\$68,370	Step 1	77,225
Step 2	\$71,771	Step 2	81,066
Step 3	\$75,337	Step 3	85,101
Step 4	\$79,085	Step 4	89,338
Step 5	\$83,018	Step 5	93,784
Step 6	\$87,144	Step 6	98,459
Step 7	\$91,482	Step 7	103,357

Section 2. Step Increments. Advancement from the Probationary Step to Step 1 may be granted after six (6) months. Advancement from Step 1 to Step 2, from Step 2 to Step 3, from Step 3 to Step 4, and from Step 4 to Step 5 shall be at six (6) month intervals; advancement from Step 5 to Step 6 and from Step 6 to Step 7 shall be after one year at Step 5 and Step 6, respectively. To be eligible for step advancement the employee must meet departmental standards during the prior evaluation period. If a non-probationary employee alleges that he has

been arbitrarily and unreasonably denied a step advancement, such employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 3. Longevity Pay. Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive annual longevity pay in accordance with the following schedule:

<u>Years</u>	
5 years but less than 10	\$ 900
10 years but less than 15	1,000
15 years but less than 20	1,100
20 years or more	1,600

Longevity will be paid in November of each year. Employees will receive their full longevity amount based upon the number of years completed as of October 31 of the current year. Appropriate federal and state taxes will be withheld from the longevity check.

Section 4. Pay When Serving in Acting Capacity as a Lieutenant, Commander or Engineer. A Firefighter I who is assigned to serve in acting capacity as an Engineer and a Lieutenant who is assigned to serve in acting capacity as a Commander for eight (8) or more consecutive hours, shall be paid five percent (5%) above his regular hourly rate of pay for all hours worked in such acting capacity. A Firefighter I who is assigned to serve in acting capacity as a Lieutenant for eight (8) or more consecutive hours, and a Firefighter II (either engineer or paramedic) who is assigned to serve in acting capacity as a Lieutenant for eight (8) or more consecutive hours, shall be paid seven and a half percent (7 1/2%) above his regular hourly rate of pay for all hours worked in such acting capacity. Except where it is determined that the needs of the Department require otherwise, a Firefighter II/Paramedic will not be assigned to serve in

acting capacity as an Engineer or Lieutenant in another station on a duty day when scheduled in-house paramedic training is provided unless provisions have been made for said person to attend the training session.

In making acting assignments to serve in acting capacity as an Engineer or as a Lieutenant, the Shift Commander shall give first consideration to firefighters on the current engineer or lieutenant eligibility list, whichever is applicable, who are on duty at the station where the need to make the assignment arises. If there is no such firefighter on duty at said station, firefighters on the current engineer or lieutenant eligibility list, whichever is applicable, shall then be given first consideration. It is understood that the operational needs of the department may dictate retaining a firefighter in his current assignment (e.g., paramedic) rather than assigning such firefighter to serve in acting capacity even though he is on the current eligibility list. Under no circumstances shall this paragraph be construed to require multiple moves (more than two) or the hireback of off-duty personnel.

Section 5. Holiday Pay for 24 Hour Personnel. This Section shall only be applicable to employees assigned to 24-hour shifts.

During the term of this Agreement, if an employee is actually present and works his entire 24-hour shift on one of the holidays identified below, then such employee shall receive an additional twenty-four (24) hours pay at such employee's regular straight time hourly rate:

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas
- New Year's Day

For purposes of this Section, the holiday shall be considered that 24-hour shift which begins at 0800 on the date of the actual holiday. (E.g., if an employee commences his 24-hour shift at 0800 on December 24, then such employee would not be eligible for holiday pay for Christmas.) If an employee trades his duty day on the date of the holiday, then such employee will not be eligible for holiday pay, since such employee was not actually present for his 24-hour shift on the holiday. (E.g., if Firefighter A was scheduled to work on Thanksgiving but traded his shift with Firefighter B, then Firefighter A would not be entitled to holiday pay, but Firefighter B would receive it, provided Firefighter B was actually present and worked the entire 24-hour shift on Thanksgiving.) Employees on sick leave or otherwise not present and working on the holiday, for any reason, shall be ineligible for holiday pay.

Section 6. Paramedic Preceptor Pay. If an employee is assigned by the Fire Chief or his designee to serve as a paramedic preceptor, then such employee shall receive an additional 5% above his regular hourly rate for all hours actually worked performing the duties of a paramedic preceptor.

ARTICLE XII

INSURANCE

Section 1. Comprehensive Medical Program. A comprehensive medical program (including one or more HMO alternative(s) selected by the Village) will be provided during the term of this Agreement; provided, however, the Village reserves the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar to those in effect when this Agreement is signed or as described on Attachment A. During the term of this Agreement, employees may

elect appropriate coverage in one of the health plans offered by the Village during the enrollment period established by the Village.

An employee who elects single coverage, *i.e.* employee coverage only, under the Village's comprehensive medical program or an HMO shall pay ten percent (10%) of the monthly premium for employee coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions. An employee who elects family coverage, *i.e.* coverage for the employee and his/her eligible dependents, under the Village's comprehensive medical program or an HMO shall pay ten percent (10%) of the monthly premium for family coverage under the Village's comprehensive medical program, through semi-monthly payroll deductions.

The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented Village employees generally.

A dental plan shall be offered during the term of this Agreement, with the Village paying the entire cost for single coverage. The employee shall have the option of obtaining dependent or family coverage by paying the applicable monthly premium through payroll deduction. The Village shall have the right to change dental plans, including dental plan providers, during the term of this Agreement so long as the dental plan offered to employees in the bargaining unit is the same as the plan available to other regular full-time non-represented Village employees generally.

Section 2. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance

benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 3. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of 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 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 5. Life Insurance. The Village will provide during the term of this Agreement, at no cost to the employee, term life insurance in the amount of the employee's annual salary, up to a maximum of fifty-thousand dollars (\$50,000). Coverage will be computed at the next higher even thousand dollars unless the employee's salary is an even thousand amount, subject to the fifty-thousand dollar cap. In addition, within 120 days of the execution of this Agreement, the Village will permit current bargaining unit employees to purchase additional term life insurance at group rates in ten thousand dollar increments, at the employee's sole expense, and in accordance with the terms and conditions of the applicable term life insurance policy.

The Village shall provide retired employees who have at least 20 years Village service with paid up life insurance in the amount of \$2,500 when they retire or when they receive an annuity from the Village of Arlington Heights Fire Pension plan, whichever is later. Employees who are receiving a temporary disability pension shall not be eligible to receive this benefit.

The Village retains the right to change insurance carriers or to self-insure the foregoing benefits so long as the amount of the coverage is maintained.

Section 6. Employee Assistance Program. The employees covered by this Agreement shall be eligible to participate in the Village's Employee Assistance Program (EAP) on the same terms and conditions that are applicable to Village employees generally.

Section 7. Section 125 Plan. A Section 125 Plan which permits employees to tax shelter the amounts that they contribute toward the premium cost of the foregoing health insurance shall be maintained during the term of this Agreement.

Section 8. Retiree Medical Insurance. This section shall only be applicable to bargaining unit employees who voluntarily retire during the term of the 2011-2014 collective bargaining agreement and receive a pension pursuant to the Firefighter's Pension Fund, 40 ILCS 5/4-101 et seq. Such employees who, upon retirement, elect to maintain coverage for themselves and their eligible spouse but require no coverage for dependent children, will be allowed to take and pay for two (2) full single insurance premiums under the Village's comprehensive medical program referred to in Section 1 of this Article until the retired employee reaches age 65 or terminates coverage, whichever comes first. The Village shall have no obligation to make premium contributions for retired employees covered by this Section, except as otherwise provided in Article IV, Section 1 (Sick Leave).

ARTICLE XIII

MANAGEMENT RIGHTS

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

ARTICLE XIV

MISCELLANEOUS

Section 1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 2. Medical Examinations. (a) All employees are required to undergo a medical examination every two years after reaching age 21 on odd year birthdates. Stress tests and/or a heart scan will also be administered to all such employees 35 years of age or older and

those under that age where the medical examination indicates the need for a stress test and/or a heart scan, provided that only an appropriate board certified physician may direct that an employee undertake reasonable remedial action based on the results of a stress test and/or a heart scan. Results of all such tests shall be confidentially submitted to the Village's Director of Human Resources and shall not be disseminated to other Village Representatives except on a need to know basis.

(b) In addition to the above, if there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require that the employee have a medical examination and/or psychiatric/psychological examination by a qualified and State licensed physician and/or psychiatrist/psychologist selected by the Village and the results shall be submitted to the person or persons designated by the Village on a need to know basis.

(c) All such examinations/tests required by the Village pursuant to the provisions of subsections (a) and (b) above shall be at the Village's expense (if such exams/tests occur during off duty time, the time spent shall be considered hours worked); provided that any such examinations/tests shall be in addition to any requirement that an employee provide at his own expense and on his own time a statement from his doctor upon returning from sick leave or disability leave.

(d) If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/tests, the Village may direct appropriate remedial action where the employee is otherwise determined to be able to remain on active duty, place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days), or take other appropriate action. If the employee is involuntarily placed on

sick/medical leave, the employee may utilize the grievance procedure set forth in this Agreement to grieve whether the Village acted arbitrarily and unreasonably in taking such action.

Section 3. Precedence of Agreement. If there is any conflict between the provisions of this Agreement and the provisions of any Village ordinance, the Village's Personnel Policy and Procedure Manual, or the General Orders and Operation Procedures of the Fire Department which may be in effect from time to time, the provisions of this Agreement, for its duration, shall take precedence.

One copy of the General Orders and Operating Procedures of the Fire Department shall be available at each fire station. Whenever there are any changes, additions, or deletions to the General Orders and Operating Procedures, such changes, additions, or deletions shall be reflected in the copy of General Orders and Operating Procedures that is available at each fire station. It shall be the responsibility of the Village to notify employees of such changes, additions, or deletions on or before their effective date by posting a notice of such changes, additions, or deletions on the bulletin board at each fire station and at the Fire Prevention Bureau for at least 30 days. It shall be the obligation and responsibility of each employee to read and comply with the General Orders and the Operating Procedures of the Fire Department.

A current copy of the Village Personnel Policy Manual and the Rules of the Board of Fire and Police Commissioners shall also be made available to each fire station.

The Union President shall be provided with one complete set of the General Orders and Operating Procedures, the Village Personnel Policy Manual, and the Rules of the Board of Fire and Police Commissioners, together with a copy of any changes, additions or deletions at the time they are distributed to each fire station.

Section 4. Disciplinary Investigations. In lieu of the provisions of the Firemen's Disciplinary Act (50 ILCS 745/1 et seq.), employees shall have the following rights with respect to disciplinary investigations:

1. Employees shall have the right to Union representation, if so requested, where the employee reasonably believes questioning by the employer may lead to discipline.
2. No employee shall be subjected to questioning or interrogation in relation to allegation(s) which, if proven, may result in removal, discharge or suspension without pay without first being so advised in writing and informed of the nature of the allegation(s).
3. If an employee is informed, in writing, that the questioning or interrogation may result in removal, discharge or suspension without pay, the employee shall be entitled to the following:
 - a. The right to request that an attorney be present at such questioning or interrogation, provided that if the employee has requested the presence of both a Union representative and an attorney, only one may be present in the room at the questioning or interrogation, with the understanding that the other may be nearby.
 - b. The right to request that the questioning or interrogation be recorded by tape or other electronic means and, if requested, the right to a copy of any such recording at no charge.
4. If an employee makes an appropriate request for either a Union representative or an attorney and the Union representative or attorney is not reasonably available, the employee may be questioned or interrogated without a Union representative or attorney being present.
5. The presence of a Union representative or attorney at such questioning or interrogation shall not interrupt or interfere with the Village's right to question employees or the obligation of employees to respond to questions relevant to the allegations being investigated.
6. Questioning shall be conducted in a professional manner and shall occur, if practicable, considering the circumstances and nature of the allegations during an employee's on-duty hours, at reasonable times of the day; and in Village facilities. If an employee is required to participate in questioning or interrogation during off duty hours, the employee shall be paid at his applicable hourly rate of pay for the time spent at such meeting.
7. No employee shall be required to submit to, or be disciplined for a refusal to submit to, a polygraph examination or any test questioning by means of any

chemical substance, except as is provided in Article XIV, Section 5 of this Agreement.

8. Notwithstanding any of the foregoing, the Village retains the right to question or interrogate employees in emergency situations involving an immediate danger to the health or safety of one or more persons without any obligation to wait until a Union representative or attorney is present at the questioning or interrogation. Notwithstanding the general rule to the contrary, if a grievance is arbitrated concerning whether there was an emergency situation involving such an immediate danger, the Village shall proceed first with the presentation of its case.
9. Admissions or confessions obtained during the course of any questioning or interrogation not conducted in accordance with the provisions of this Section may not be utilized in any subsequent disciplinary proceeding against the employee who made the admission or confession. The foregoing does not preclude an arbitrator from considering whether or not other relief is appropriate if it is determined that the Village violated the provisions of this Section.
10. There shall be no retaliation or threats of retaliation against an employee solely because of an employee's exercise of the rights set forth in this Section.
11. The provisions of this Section do not apply for:
 - a. any employee charged with violating any provisions of the Criminal Code of 1961, or any other federal, state, or local criminal law; or
 - b. questioning of an employee by the Village as to allegations of misconduct which in and of themselves, will not result in removal, discharge, or suspension without pay, provided that the provisions of Subsection 1 of this Section shall be applicable; or
 - c. a meeting solely for the purpose of informing the employee of disciplinary action or a decision to prefer charges with the Fire and Police Commission.

Section 5. Drug and Alcohol Testing. The Village may require applicants to submit to a urinalysis test and/or other appropriate test as part of a pre-employment medical examination and may also require employees to submit to a urinalysis test and/or other appropriate test as part of the biennial medical examination or if the Village determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the Village and shall be at the Village's expense. If an employee is directed to take such a test based on reasonable suspicion, the Village

shall provide the employee, upon request, with a written statement of the basis for the Village's reasonable suspicion within 48 hours of the request. There shall be no random testing. The term "other appropriate test" shall not include breathalyzer tests conducted by the Village's Police Department.

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

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

(c) Use of proscribed drugs at any time while employed by the Village, abuse of proscribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination. For purposes of this

agreement “ being under the influence of alcohol” shall mean a blood alcohol level equal to or exceeding .02. All issues relating to the drug and alcohol testing process (*e.g.*, whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.), may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

(d) Voluntary requests for assistance with drug and/or alcohol problems (*i.e.*, where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Employee Assistance Program and no one in the Fire Department shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Fire Chief and/or Deputy Fire Chief may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by the professional providing the assistance.

(e) Unless there are circumstances warranting discipline in the first instance of testing positive for alcohol (an example warranting discipline: an employee, who is not a problem drinker/alcoholic, who reports for work under the influence of alcohol), such employee shall be referred to the EAP with no discipline.

(f) The Village shall indemnify and hold harmless the Union, its officers and agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Village under this section in connection with the drug or alcohol testing of employees.

Section 6. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix A and incorporated herein by reference.

Section 7. Residency Requirements. All employees covered by this Agreement shall comply with any reasonable residency requirements that may be established by the Village with respect to such employees except as may be provided by law applicable to employees covered by this Agreement.

Section 8. Deferred Compensation. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Section 9. Secondary Employment. The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs and that if there is any conflict between their primary jobs with the Village and any secondary employment, the conflict shall be resolved in favor of the primary job. Accordingly, all secondary employment (including self-employment), including any changes in the nature and/or extent of such employment, shall be subject to the approval of the Fire Chief; provided that such approval shall not be arbitrarily and unreasonably withheld.

Section 10. Uniforms and Equipment. Upon initial hire after the effective date of this Agreement, the Village will provide new employees with the following uniforms and firefighting turnout gear:

Uniforms

- Five (5) winter long sleeve shirts
- Five (5) summer short sleeve shirts
- Five (5) trousers
- One (1) garrison belt
- One (1) pair safety shoes
- One (1) pair boots
- One (1) bomber jacket
- * One (1) dress cap
- One (1) fur cap
- * Two (2) breast badges
- * One (1) name tag

- * One (1) cap badge
- One (1) black tie
- One (1) sweatshirt
- One (1) pair dress shoes (Class A)
- One (1) dress blouse
- One (1) dress trouser
- One (1) dress long sleeve shirt
- One (1) dress short sleeve shirt
- One (1) trench coat

Turnout Gear

- One (1) complete bunker turnout suit
(Gore Tex vapor liner or better)
 - * One (1) helmet with approved eye shield
 - One (1) pair bunker boots
 - Two (2) pair approved gloves
 - Two (2) approved protective hoods
- * New issue if promoted to Lieutenant

Upon promotion, a Lieutenant shall be issued 2 long sleeve and 2 short sleeve white class D uniform shirts. Each Lieutenant shall maintain his or her supply of 2 long sleeve and 2 short sleeve white class D uniform shirts pursuant to the quartermaster system.

During the term of this Agreement, any turnout gear that is provided as part of the initial issue or is replaced as provided in this Section will be NFPA approved (Standard 1500, 1987 edition). Any class D station work uniforms that are provided as part of the initial issue or replaced as provided in this Section will be NFPA approved (Standard 1975, 1999 edition) (*i.e.*, predominantly 100% cotton or flame-resistant fabrics), unless otherwise mutually agreed between the Village and the Union. When issuing boots to new hires, or replacing boots under the quartermaster system, the Village will, if requested by the employee, purchase 8" Redback or 8" Bates Boots. The current Redwing boots may be worn, but shall be the responsibility of the employee for maintenance.

The type, style, and/or color of uniforms and turnout gear shall be reasonably determined by the Fire Chief. The Fire Chief may establish reasonable rules and policies concerning the use and wearing of uniforms and equipment. A Lieutenant may choose to wear a white or blue class D uniform shirt of a type and style designated by the Fire Chief, provided that such Lieutenant shall always wear a white shirt when serving as an Acting Shift Commander.

Effective with each new fiscal year beginning May 1, 1997 employees will be issued a uniform allowance of \$150.00 per fiscal year. The uniform allowance shall be used for the maintenance of items issued and/or to purchase approved items.

Quartermaster Items:

- Five (5) winter long sleeve shirts
- Five (5) summer short sleeve shirts
- Five (5) trousers
- One (1) garrison belt
- One (1) pair safety shoes or boots
- One (1) sweatshirt
- * One (1) dress cap
- * Two (2) breast badges
- * One (1) name tag
- * One (1) cap badge
- One (1) black tie
- * One (1) Class A, B, C, Long sleeve shirt
- * One (1) Class A, B, C, Short sleeve shirt
- One (1) Class A, B, C, Trousers
- One (1) Class A Dress blouse (Blazer)
- Service crosses
- Collar insignia
- * New issue if promoted to Lieutenant

T-shirts may be worn under the Issued Class D uniform, and shall be supplied by the employee.

Dark navy blue t-shirts shall be allowed to be worn under dark navy blue Class D Uniform and white t-shirts under white Class D Uniform. Only those items listed immediately above, and turnout gear as specifically listed at the beginning of this Section, will be included in the Quartermaster system.

Uniform Inspections - Winter/Summer. Employees may be required to stand an annual winter and summer clothing inspection, at which time the employee shall produce all quartermaster items to the Fire Chief or his designee, except at the Winter inspection the employee shall not be required to produce his or her 5 long sleeve Class D shirts, and at the summer inspection the employee shall not be required to produce of his or her 5 short sleeve Class D shirts. The Village shall have no obligation to repair or replace any item not produced by the employee in accordance with this section. If, during the inspection, any item is found to be in an unacceptable condition, it will be replaced or repaired by the Village, using the replacement procedure specified in this Section.

Notice of Department-wide uniform inspections shall be posted 30 days prior to said inspections, excluding turn out gear inspections.

Replacement Procedure: When requesting the replacement of an item covered by the quartermaster system, the employee will submit a Request for Replacement form to the Deputy Chief or his designee. This form will include the date, employee's name, item(s) to be replaced with appropriate sizes and will be signed by the employee. If the Deputy Chief or his designee approves the Request for Replacement form, the item will be ordered by the Village on a quarterly basis. It is understood that item(s) may be appropriately repaired rather than replaced if, in the judgment of the Deputy Chief or his designee, it is reasonable to repair the item.

Following receipt of a repaired or replaced item by the Village, it will be promptly issued to the employee. If a newly issued item does not fit because the employee specified an improper or inaccurate size, then it will be the employee's responsibility to have the item altered or exchanged.

Pursuant to the foregoing replacement procedure, the Village will replace quartermaster items and turnout gear listed above through vendors selected by the Village, provided that the employee must first turn in worn out/damaged uniform and equipment items to the Deputy Chief or his designee. Any such item which is lost or misplaced shall be replaced by the employee at his expense; provided that if the employee is able to establish to the reasonable satisfaction of the Shift Commander that any such item has been lost or misplaced during the performance of emergency duties or while in training due to circumstances beyond the employee's reasonable control, the employee shall not be required to pay for the replacement.

On or before the effective date of this Agreement each fire engine and each fire truck will be equipped with four (4) flashlights, each squad will be equipped with two (2) flashlights, and each ambulance will be equipped with two (2) flashlights at a minimum. The determination of the type of flashlight appropriate for each kind of vehicle shall be made by the Fire Chief, provided that the Fire Chief shall not act arbitrarily and unreasonably in making such determination.

Each fire engine, fire truck, squad, and ambulance shall be equipped with a sufficient number of S.C.B.A.'s for each employee assigned to such vehicles. All S.C.B.A.'s shall be NFPA approved (Standard 1500, 1987). It shall be the responsibility of fire suppression employees to properly clean and test the S.C.B.A.'s at the beginning of each duty day. It shall be the responsibility of the Department to provide the necessary supplies for such purposes. If an employee reasonably advises his shift Commander that a safe fit cannot be reasonably obtained with any of the Department's S.C.B.A.'s, the Department will provide the employee with a properly fitted face piece. The Department shall fit and test the S.C.B.A.'s in accordance with NFPA approved standards (Standard 1500, 1987 edition).

If the Fire Chief decides to change the type, style or color of any uniform item which the Fire Chief requires employees to wear, the Village shall provide the initial issue at no expense to the employee. This provision shall not be applicable if the Fire Chief decides to change the type, style or color of any uniform item prospectively, in which case items ordered pursuant to the replacement procedure specified herein shall be in accordance with the changed type, style or color of uniform item.

Section 11. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the bargaining unit membership and signed by the authorized representatives thereof and may be amended only by written mutual agreement of both parties. Each party warrants to the other to take all steps necessary to insure that the terms hereof are binding on themselves and their successors.

Section 12. Personnel Changes. The Village agrees to provide the Union President with timely written notification of the following personnel changes affecting bargaining unit employees: appointment of new employees, promotions, demotions, suspensions, terminations (including the retirement of employees), non-duty related disability leaves, and approved unpaid leaves of absence.

Section 13. Access to Personnel File. Except for confidential material which, by law, an employer is not required to make available, an employee shall have the right, upon reasonable request, to review the materials in his official personnel file which shall be maintained by the Director of Human Resources, his training file maintained by the Village Fire Department, and his health file maintained by the Village or the Village's designated Medical Director, provided that no document shall be marked, altered or removed. If a request is made, the employee shall

reimburse the Village for the reasonable cost of copying any such documents. Nothing herein shall require the Village to collate or compile any information.

Effective for events occurring after the date this Agreement is ratified by both parties, all personnel records shall be placed in an employee's personnel file within a reasonable time from the occurrence of the event to which the records relate, provided that this provision shall not be applicable to ongoing disciplinary, security or criminal investigations where a premature disclosure of the records would compromise the investigation, unless and until the employer takes adverse personnel action (excluding suspension with pay pending the completion of an investigation) based on information in such records.

Effective the day after this Agreement is ratified by both parties, if any document is placed in one of the foregoing files that is adverse to the employee, the employee shall be provided with a copy of said document. The employee shall have twenty (20) days thereafter to submit a written rebuttal to any such document and if a timely written rebuttal is submitted it shall be attached to the document in question. With respect to documents adverse to the employee that were placed in one of the foregoing files prior to the date this Agreement is ratified by both parties, the employee shall have thirty (30) days from the date this Agreement is ratified to request access to the foregoing files and twenty (20) days after being provided access to such files to submit a written rebuttal.

Confidential documents in an employee's personnel file shall not be used against an employee in an employee's personnel proceeding, provided that confidential documents may be used in considering and in acting on promotions to the extent permitted by law.

Except as modified by the foregoing four paragraphs, nothing in this Agreement shall be construed to preclude the applicability of the Personnel Record Review Act, 820 ILCS 40/0.01, et seq., but said Personnel Record Review Act shall not be incorporated herein by reference.

Section 14. Light Duty. The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Unless the employee consents to a different work schedule, the hours of work for an employee with a light duty assignment shall be seven and one half (7.5) consecutive hours, excluding a one hour unpaid lunch period, between 7:00 a.m. and 7:00 p.m., Monday through Friday (unless the physician specifies a shorter work week).

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

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists.

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

Section 15. Fire Prevention Bureau. Where there is a permanent vacancy in the Fire Prevention Bureau ("FPB"), which the Village has decided to fill, the assignment to the FPB shall be made by the Fire Chief in the following order:

1. First, from among lieutenant(s) who volunteer for such assignment, unless the Fire Chief determines that any such lieutenant has already been assigned or has already served (or is serving) as an understudy for a special assignment and is reasonably expected to be assigned within the next twelve (12) months to that special assignment (*i.e.*, maintenance officer, director of recruit training, TRS director, and any equivalent special assignment in terms of overall duties and responsibilities that may be established in the future).
2. Second, if no one volunteers or if there is an insufficient number of volunteers, the lieutenant(s) with the least departmental seniority, unless the Fire Chief determines that any such lieutenant has already been assigned or has already served (or is serving) as an understudy for a special assignment and is reasonably expected to be assigned within the next twelve (12) months to that special assignment (*i.e.*, maintenance officer, director of recruit training, TRS director, and any equivalent special assignment in terms of overall duties and responsibilities that may be established in the future).

Absent voluntary consent and as long as there is a volunteer available or a lieutenant (if more than one, the one with the least departmental seniority) who has not previously been assigned to the FPB and who is available for such assignment, no lieutenant shall be assigned to the Fire Prevention Bureau for more than three (3) years, provided that the period may be extended until

the next most senior of the remaining FPB lieutenants in terms of service in the Fire Prevention Bureau (excluding the Fire Marshal), if any, has at least six (6) months experience in the FPB, provided that the period of the extension shall not exceed six (6) months.

While it is normally expected that a lieutenant will serve for three (3) years in the FPB, the Fire Chief retains the right to reassign a lieutenant before the end of the three (3) year period, provided that a lieutenant who is reassigned and who at the time of reassignment had served less than two (2) years in the FPB shall be eligible for reassignment to the FPB to finish his three (3) year assignment. Similarly, the Fire Chief retains the right to temporarily assign a lieutenant to the FPB or to reassign a lieutenant who has volunteered to work in the FPB for more than three (3) years if the Fire Chief determines that such reassignment is necessary. Temporary assignments shall normally be for the purpose of staffing the bureau during an extended absence of a FPB lieutenant (*e.g.*, illness or disability) or because of an unexpected vacancy (*e.g.*, a FPB lieutenant quits). Absent voluntary consent, such temporary assignments shall not exceed six (6) months. Temporary assignments to the FPB shall be rotated among lieutenants who have already served in the Fire Prevention Bureau and who are not serving in a special assignment as defined above, provided that any FPB lieutenant whose period of assignment was extended beyond three (3) years shall not be temporarily reassigned to the FPB unless no other lieutenant is available for such assignment.

Section 16. Subcontracting. (a) No employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement.

(b) Notwithstanding the foregoing, basic fire suppression work shall not be subcontracted, provided that this provision shall not be applicable to any mutual aid agreements

that the Village has or may have with other fire departments or if there is a violation of Article VII, Section 1.

(c) If the Village subcontracts non-fire suppression work performed by employees covered by this Agreement, no bargaining unit employee shall be directly supervised by non-sworn personnel as a result thereof.

Section 17. Physical Fitness Program. (a) The Village may establish a reasonable mandatory physical fitness program which, if established, will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals. Before any new program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

(b) An employee's participation in a mandatory physical fitness program shall normally occur during an employee's tour of duty, provided that this provision shall not be applicable to remedial action pursuant to Section 2 above. Employees shall not be prohibited from participating in a mandatory physical fitness program during assigned time if all regularly assigned duties, including training, have been completed and approval has been granted, in advance, by a non-bargaining unit supervisor, provided that approval shall not be arbitrarily and unreasonably denied. Participation in voluntary physical fitness activities shall not occur during assigned time.

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

Section 18. Stand Down Time. Except for night training as recommended by Insurance Service Organization (ISO), stand down time for 24-hour shift personnel shall normally commence no later than 4:00 p.m. Monday through Saturday and 10:00 a.m. on Sunday and on the 12 holidays designated annually by the Village Manager. No employee shall engage in any activities related to secondary employment (including self-employment) during either assigned or stand down time for which the employee is being paid by the Village; the only exceptions shall be reading, writing, and incidental use of the telephone (*e.g.*, placing orders, confirming an appointment), with the understanding that use of the telephone to solicit business, conduct sales activities, etc., is not permitted. Under no circumstances shall an employee meet with customers/clients or potential customers/clients at the fire station during either assigned or stand down time.

Section 19. Job Duties. The primary job duties of employees covered by this Agreement shall be (1) fire suppression, prevention, and extinguishment; (2) normal and routine maintenance of equipment, fire station and grounds, including plowing snow from fire station aprons and fire station parking lots and plowing snow to provide access for fire department equipment on emergency calls; (3) emergency medical services; (4) hazardous materials incident management; and (5) station painting where such painting does not require the use of ladders of a greater length than six (6) feet, with the understanding that they may be required to clean and wash walls and ceilings and change light bulbs even though such tasks require the use of scaffolds or ladders of a greater length than six (6) feet. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees new or different job duties and job functions as long as they are reasonably related to those set forth above in (1) through (4). Job duties described in (5) above shall normally be performed

between the commencement of the tour of duty and 5:00 p.m. Employees will not be required to perform nonemergency duties outdoors during extreme weather conditions.

Nothing herein shall interfere with the right of employees to volunteer, or the Village's right to ask for volunteers, to perform job duties unrelated to the primary job duties set forth above, but the employee's refusal to volunteer to perform such unrelated duties shall not be cause for discipline.

Section 20. Credit for Village Service in Non-Bargaining Unit Positions. If a Village employee is employed by the Village full time in a non-bargaining unit position and is subsequently employed in a position covered by this Agreement without any break in the continuity of Village service, the employee shall be credited for such prior full-time Village service in determining eligibility for the number of vacation days and the amount of longevity pay and be credited for the number of sick leave days accrued. Prior Village service in a non-bargaining unit position which is not continuous (*i.e.*, there is a break in the employee's Village employment between the time he was employed in a non-bargaining unit position and the time he is employed in a position covered by this Agreement) may, at the sole discretion of the Village, be credited in determining eligibility for the number of vacation days and the amount of longevity pay.

Section 21. Performance Evaluations. The performance of each employee shall be fairly evaluated at least once each calendar year. Such performance evaluations shall be in writing and shall be done by officer(s) who have a reasonable familiarity with the employee's job performance during the period covered by the evaluation. The employee shall be provided with a written copy of the performance evaluation and the employee shall sign the evaluation acknowledging that the employee has received a copy of his evaluation and has read it. Within

seven (7) days after receiving the written performance evaluation, the employee may submit a written response or rebuttal to the evaluation. If such a written response/rebuttal is submitted in timely fashion, it shall be included in the employee's personnel file along with the performance evaluation.

Section 22. Posting of Fire Service Training Opportunities.

Training opportunities which the Fire Department decides to offer to employees (*e.g.*, courses offered by the University of Illinois or the Illinois Fire Chiefs Foundation) shall be posted in all fire stations and such postings shall set forth the cost and the amount of reimbursement provided by the Village, if any, and whether or not attendance will be on the employee's own time. As the Fire Chief or his designee determines a need for training in a specialized area, and as long as it is determined that the operational needs of the Fire Department are being met, such training opportunities shall be equitably distributed among qualified employees who express in writing within the time specified in the posting an interest in being considered for such training opportunities. Other training opportunities which are not required to meet a fire department operational need shall be equitably distributed among qualified employees who express in writing, within the time specified in the posting, an interest in being considered for such training opportunities. Except for training opportunities unique to a particular employee's current specialized assignment (*e.g.*, trench rescue, high rise rescue, etc.), no training opportunities for which the Village provides reimbursement and/or paid time off to attend will be offered to an employee until said opportunity has been posted as provided above.

Section 23. Safety Committee. A Safety Committee composed of three (3) persons designated by the Fire Chief and three (3) bargaining unit employees designated by the Union President shall meet at such times as a majority of the Committee may deem necessary, but in no

event less than four times per year, for the purpose of discussing and investigating matters relating to safety in the Village of Arlington Heights Fire Department. The Safety Committee may make written recommendations concerning safety issues to the Fire Chief. If any Safety Committee meeting is scheduled during the working hours of any employee who will be attending the meeting, the employee shall be released from duty to attend the meeting without loss of pay.

Section 24. Fireguard/Extra Duty Assignments. Fireguard, or extra duty assignments for EMT-B's, and/or EMT-P's, shall be distributed as follows:

1. First preference shall normally be given to members of the Arlington Heights Fire Department who are assigned to the Fire Prevention Bureau and who have previously expressed an interest in the assignment.
2. All other members of the Arlington Heights Fire Department who are interested in serving as a fireguard, or EMT-Bs, and/or EMT-Ps interested in extra duty details, shall notify the designated officer in charge of their interest, in writing, by a time specified by the officer, unless the member has opted out of such assignments for the calendar year.
 - a. Among such employees, insofar as practicable, the Village will endeavor to distribute the fireguard/extra duty assignments to qualified employees on an equitable basis over the course of a calendar year. (The initial list each January 1 shall be by seniority.)
3. If an employee demonstrates that he did not receive an assignment that he should have received or was not available to sign up for such an assignment on the day when the assignments were made, he shall have first preference for the next available assignment.
4. The Fire Chief retains the right to disqualify an employee from an assignment; provided, however, that the Fire Chief shall not arbitrarily and unreasonably disqualify an employee from such assignment.

Section 25. Distribution of Agreement. The Village agrees to duplicate at its expense enough copies of the Agreement for each member of the bargaining unit, with the understanding that the Union shall have the responsibility of distributing a copy of the Agreement to all employees covered by this Agreement after its ratification by both parties. During the term of

the Agreement, the Village shall have the responsibility of distributing a copy of the Agreement to any new employees who are hired into positions covered by this Agreement.

Section 26. Tuition Reimbursement. Employees may continue to participate in the Village's tuition reimbursement program during the term of this Agreement to the extent and on the same terms as other Village employees, provided that all courses necessary to complete an associate degree in fire service shall be reimbursed at the rate of 100 per cent and all courses necessary to complete a B.S. degree in the fire service shall be reimbursed at the rate of 50 per cent of the tuition cost. All requests for reimbursement must be submitted on forms provided by the Village. All courses that are required to obtain an Associate Degree in fire services or a B.S. in the fire services shall be reimbursed if the degree program in question has been pre-approved and the employee presents proof of tuition payment and receipt of the grade "C" or better for the required course or courses. Only a course which is not part of a previously approved degree program must be pre-approved before taking the course.

Section 27. Engineer Certification Program. The Fire Department's engineer certification program for engineers and back-up drivers shall be continued during the term of this Agreement, subject to the following modifications:

1. Not less than two (2) refresher courses shall be scheduled during duty hours each year.
2. The recertification examination shall be based on material covered in the Illinois Fire Apparatus Engineer certification program and in the refresher courses.
3. A probationary employee shall not be eligible to take the engineer certification examination.
4. In order to pass the certification/recertification examination an employee must have a score of 75 or better on each part of the examination. Provided, however, that in connection with the recertification examination, an employee in a paid engineer position will, if necessary, be given one opportunity to retake the practical part of the examination only. The Village retains the right to determine the content and frequency of all such examinations.

5. In addition to the written and factual components of the examination, which shall each be weighted at 45%, respectively, a backup driver with more than 5 years of seniority may earn 1 point per year for each year of subsequent service as a backup driver up to a maximum of ten points, and such component shall be weighted at 10%. (E.g., A ten year employee with five years of service as a backup drive after completing his fifth year of employment shall be entitled to 5 points.)
6. No employee shall be eligible to fill a permanent engineer vacancy until he or she has been a bargaining unit employee for at least five (5) years. An employee selected to fill a permanent engineer vacancy which the Department has decided to fill shall come from the top three eligible employees on the back-up driver list based on the scores from the most recent certification/recertification examinations. Appointment of an eligible firefighter paramedic to a permanent engineer vacancy is subject to the following conditions:
 - a. If the number of paramedics is equal to or less than the minimum number of paramedics established by the Fire Chief, then a paramedic among the top three eligibles on the backup driver list who is chosen ("Employee A") shall be deemed to have secured the driver-engineer slot, but will not be appointed to such position until an additional paramedic is available to maintain the minimum. (Prior to permanent appointment, Employee A retains his current assignment as a paramedic.); and
 - b. If another engineer certification examination occurs before an additional paramedic becomes available, Employee A shall still have first priority for the permanent engineer vacancy, so long as Employee A passes such subsequent examination, even if Employee A is not among the top three.
7. A conditional employee, as defined in Article XVII, Section 1, who served as an Arlington Heights Fire Department paramedic before being appointed to fill a permanent engineer vacancy under this Article, will not be removed from his or her Engineer position to serve as a paramedic, provided that such employee maintains his or her status as an engineer (e.g., passes all recertification examinations).
8. The Department will provide driver training to all fire fighters as part of the Department's overall training program. A list shall be established from among the employees who have received such training and who possess a NAPD Driving Certificate, a State of Illinois apparatus engineer certificate, and a Class "B" Illinois driver's license (or equivalent). This list shall be known as the supplemental driver's list. Employees on such list may be assigned as acting engineer after first consideration has been given to firefighters on duty who are on the engineer eligibility list referred to in Article XI, Section 4. So long as there are at least four (4) back up drivers assigned to each 24 hour shift, the Village will make every effort to avoid assigning other employees on the supplemental

driver's list to serve as acting engineer, provided that the Village reserves the right to make such acting assignments when necessary.

Section 28. Station and Shift Bidding. Station and shift bidding shall usually be completed in the month of September. The process shall be organized by the Union. During the month of August, a union representative shall contact the Fire Chief for the bidding template, as well as any special instructions for the upcoming bidding (e.g. number and location of positions held open for probationary firefighters and paramedic students). There will normally be a full re-bidding every third year and a partial re-bidding the other two years.

During a full re-bidding, every bargaining unit position will be open, unless designated otherwise by the Fire Chief.

In the years where there is only partial re-bidding, only those spots currently unassigned will be available for re-bidding and only those bargaining unit members currently unassigned will be eligible to participate. A member may become unassigned by notifying the union representative prior to the start of the bidding process that s/he wants to vacate their assigned position. That action makes their position available for bidding and that member able to participate in the re-bidding process.

Upon completion of the bidding process, either full or partial, the final template, showing placement of all firefighters, engineers, paramedics and lieutenants, shall be submitted to the Fire Chief for his approval. The template shall be submitted no later than October 1 of each year.

Notwithstanding the foregoing, the final right to make station and shift assignments, including changes to existing assignments, is expressly retained by the Fire Chief in order to ensure that the overall needs of the Fire Department are met. Such assignments shall not be arbitrary or discriminatory. Reasons the Chief may use for changing a station or shift assignment,

include but are expressly not limited to, training needs, balance (e.g. seniority, specialties), and familiarity (e.g. districts, equipment).

Section 29. Smoking. Employees will not be permitted to smoke in contravention of State law, as the same may be changed from time to time. In no event, however, may an employee smoke during an event open to the public, such as a tour, open house, public education, block parties and like events.

Section 30. Disability Benefits. No change in current system, statutory benefits are to be unchanged by the collective bargaining agreement.

Section 31. Apparatus Staffing. The minimum staffing levels for each Fire Department vehicle listed below that the Fire Department decides to place in-service shall be:

3 personnel on each in-service Engine Company

3 personnel on each in-service Truck Company

2 personnel on each in-service Squad Company

2 paramedics on each in-service Ambulance Company

For the purpose of unforeseeable emergencies (e.g., a firefighter is needed to drive an ambulance to the hospital; a firefighter becomes incapacitated due to injury or illness), the Fire Department may temporarily deviate from the above mentioned staffing levels, provided that the Fire Department, at its earliest convenience, undertakes the necessary steps to restore the proper staffing levels. Efforts to restore the staffing levels include, but are not limited to, detailing personnel from another apparatus, hiring back off-duty personnel, or placing a vehicle out-of-service.

Each type of apparatus listed below that the Fire Department decides to place in-service shall normally be manned by the following personnel:

Engine Company: 1 Lieutenant, 1 Engineer, 1 Firefighter or Firefighter/Paramedic

Truck Company: 1 Lieutenant, 1 Engineer, 1 Firefighter or Firefighter/Paramedic

Squad Company: 2 Firefighters (Paramedics and/or EMT-B's)

Ambulance Company: 2 Paramedics

An employee serving in acting capacity may be used in lieu of a Lieutenant or Engineer.

ARTICLE XV

PROMOTIONS

Section 1. Applicability. This Article shall only apply to promotions to the rank of Lieutenant, from and after expiration of the Fire Lieutenant's Eligibility List in effect until August 4, 2004. The new Lieutenant's Eligibility List shall be developed in accordance with this Article.

Section 2. Initial Eligibility. A person in the rank of firefighter shall not be eligible to participate in the Lieutenant's promotional process until he or she has completed five (5) years of service as a full-time firefighter with the Village, and has attained certification as a Firefighter III. For purposes of determining eligibility under this Section, as well as seniority points and ascertained merit under Sections 4 and 5, below, the firefighter must be eligible as of the first day the Fire Chief's interview process begins, *i.e.* the first day the Fire Chief conducts an interview of any candidate for promotion.

Section 3. Components. The following components will be included in the testing process, and accorded the weights indicated below in connection with establishment of the final eligibility list for promotion to the rank of Lieutenant:

Component	Maximum Points	Percentage Weight
Seniority	100	10

Ascertained merit	100	10
Fire Chief's Points	100	10
Written Exam	100	50
Tactical Simulation	100	10
BFPC Oral Interview	100	10

The promotional testing components shall be administered in the order stated above, starting with determination of seniority points, and ending with the Board of Fire and Police Commissioners' ("BFPC") Oral Interview. The points earned under each component will be disclosed to the candidate as soon as practical after the component is completed. Also, upon request, an employee will be told of the highest and lowest composite scores for each component of the examination, and their ranking in each component. No promotional points shall be awarded for military service or veteran's status.

The Fire Chief or his designee(s) will offer to interview each eligible candidate who applies for promotion to the rank of lieutenant, before the Chief's points are awarded. Commencing in 2006, and thereafter in even numbered calendar years, the Fire Chief's interview process shall begin during the first full week of April.

The Tactical Simulation component will be administered by the Village. Such component will be scored by two deputy fire chiefs and one shift commander, or their designees.

The subjective components, *i.e.*, the Fire Chief's points, the tactical simulation and the BFPC oral interview, will be scored on a 50 to 100 point scale, provided, however, that any employee who fails to appear for the BFPC oral interview, the Fire Chief's interview or the tactical simulation shall receive zero (0) points for such component. The points of each component will be reduced by the weight assigned to that component. The scores of all components shall then be added to produce a total score based upon a scale of 100 points.

The Union and the Village may each have one (1) impartial monitor who is not a member of the Department, if they so desire, observe the tactical simulation component, oral interviews conducted by the Fire Chief or his designee and oral interviews conducted by the BFPC. To the extent either party elects to have a monitor present for any such component, said party shall notify the other at least forty-five (45) days in advance, in which case both parties shall have the right to have a monitor at such component(s). Each party shall insure that the same monitor observes a particular component. The monitors shall not interfere with the promotion process, but shall promptly report any process violations or irregularities to the BFPC and all other affected parties. Any points or scores awarded in connection with any subjective component shall not be subject to challenge or dispute under the grievance procedure. Provided, however, if the monitor reports a significant difference in the process used for the tactical simulation component, or the overall type of questions asked during oral interviews conducted by the Fire Chief or his designee or oral interviews conducted by the BFPC, then a grievance may be filed by the Union or an affected employee within five (5) calendar days.

Except as otherwise provided herein, there shall be no monitors for any component.

Section 4. Seniority. An eligible applicant shall be given credit for seniority for all credited service as a sworn Firefighter in the Department as described herein. An applicant shall be credited with 0.833 points for each full month of completed service they have as of April 1, 2004, and shall thereafter accrue 0.555 points for each subsequent month of completed service, not to exceed a maximum of one hundred (100) points. Partial months shall not be counted. (E.g., If a firefighter was hired on January 1, 2000, he or she would have 40 42.483 points as of April 1, 2004, and would earn an additional 0.555 points for each subsequent completed month of service. A seniority list and the points for which each firefighter is eligible shall be posted

before the first day the Fire Chief conducts an interview of any candidate for promotion, as described in Section 3, above.

Section 5. Ascertained Merit. A maximum of 100 points may be awarded for ascertained merit. An applicant shall submit an application with evidence of ascertained merit by a date specified by the Village, and points shall be awarded as follows:

	Points
<u>Advanced Degree</u>	
Bachelor's or Associate's Degree, Fire Science *	30
* An eligible employee receives points for the highest degree attained only; degree points are non-cumulative.	
<u>Individual Courses</u>	
Fire Management I/Leadership I	10
Fire Management II/Leadership II	10
Fire Instructor I	10
Fire Tactics and Strategies I	10
Fire Prevention Principles I	10
<u>Certifications</u>	
Fire Apparatus Engineer Certification	10
Paramedic Certification, <i>i.e.</i> , service in AHFD as an EMT-P	15

All degrees must be from an accredited institution of higher education. Individual course credits, *i.e.* Fire Management I, Fire Management II, Fire Instructor I, Fire Tactics and Strategies I and Fire Prevention Principles I must be approved by the Illinois State Fire Marshal for points to be awarded. The FAE certification must be issued by the Illinois State Fire Marshal.

Section 6. Written Exam. The Village will post a reading list of the study materials for the written examination, which shall include study/reference material for all areas contained

in the written exam, at least ninety (90) calendar days in advance of the date of the written examination, in each fire station. The Village will place reference books for the upcoming written exam at each fire station, at least ninety (90) calendar days before the written test is administered. The name of any applicant for promotion who does not attain a minimum passing score of seventy percent (70%) on the written exam shall not be entered on the final promotion list. Any applicant who does not pass the written exam shall also be ineligible to participate in the remaining components of the Lieutenant's promotional process.

Section 7. Duration of Final Promotion List. A final Lieutenant's Eligibility List shall be effective for a period of two years from the date of its posting.

Section 8. Order of Selection. When there is a vacant or newly created position in the rank of lieutenant that the Village Board of Trustees has funded and authorized to be filled, the BFPC shall appoint the person with the highest ranking on the final promotional list, except that the BFPC shall have the right to pass over that person if the BFPC, upon recommendation by the Fire Chief, has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant since the promotional process began. If the ranking person is passed over, the BFPC shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article VI of this Agreement; provided, however, to be considered timely, any such grievance must be filed within five (5) calendar days of the time the

employee has been advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process.

Any candidate on the promotion list may refuse a promotion once without losing their place on the list. If such candidate refuses a promotion a second time, however, then he or she shall be removed from the promotional list, provided that such action shall not prejudice the individual's opportunity to participate in future promotional processes.

Section 9. Right of Review. Except as otherwise provided herein, any individual participant in the promotional process who believes that an error has been made with respect to his or her eligibility to take an examination, examination result, or placement or position on a promotion list may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article VI of this Agreement; provided, however, to be considered timely, any such grievance must be filed within five (5) calendar days of the time the final promotion list is posted or the candidate learns that an error may have been made, whichever comes first. Any such grievance will be filed at Step 3. If a grievance is filed concerning this Section or Article, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any promotion grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Section 10. Precedence of Article. During the term of this Agreement, and pursuant to Section 10 (e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the rank of Lieutenant shall be governed solely by the provisions of this Article, instead of the Fire Department Promotion Act. Except as provided in this Article, all remaining aspects of the

Lieutenant's promotional process shall be in accordance with the applicable Rules and Regulations of the Village Board of Fire and Police Commissioners, as the same may be changed from time to time. The parties expressly agree that the substantive content of any written exam or tactical simulation, including the exam format and design, and the identity of those who conduct such components, shall not be subject to the grievance procedure.

ARTICLE XVI

LABOR-MANAGEMENT MEETINGS

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

ARTICLE XVII

MAINTENANCE OF SPECIFIC WORK DAY PRIVILEGES

The Village will maintain the following specific work day privileges for employees generally:

1. Employees shall be provided with a free parking space for their own car, motorcycle or pickup truck.
2. Employees will be permitted to utilize a Village land line telephone at each fire station for incoming and outgoing personal calls, provided that the use of the phones for such purpose is subject to such reasonable rules and regulations as the Fire Chief may prescribe.
3. The heating, air conditioning, and plumbing in each fire station shall be maintained in good working order.

In addition, the Village will maintain the following specific work day privileges for employees who are assigned to 24-hour shifts:

1. Beds will be provided as per existing practice.
2. The employees assigned to an ambulance or squad will be allowed, with the approval of their Company officer, reasonable time to shop for food and kitchen supplies during their tour of duty, with the understanding that the vehicle shall remain in service during such time.
3. Each fire station will have a kitchen with necessary utensils and equipment, including a dishwasher, and a sufficient eating area.
4. Employees shall be permitted to perform routine upkeep and maintenance on their own car, motorcycle or pickup truck during nonassigned time in accordance with the General Order in effect on September 1, 1988.
5. Each fire station will have a day room with sufficient seating, bathroom and shower facilities, and locker facilities (*i.e.*, one locker per employee).
6. Each fire station shall be equipped with one television and one video recorder which may be used for recreational purposes during nonassigned time, subject to such reasonable rules and regulations as the Village may prescribe.
7. Employees shall be required to eat their meals at a common meal site within the fire station to which they are assigned.

8. Kitchen and bath soap, dishwashing soap, paper towels, toilet paper, and household cleaners will be provided.

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

The Village will provide 30 kitchen towels and 30 dish cloths per fire station. The Village will pay each firefighter assigned to a 24-hour shift a total of \$50 per fiscal year, to be

paid during the month of May, to offset the cost of the employee's purchase of sheets, pillow cases, bath towels and face cloths.

ARTICLE XVIII

EMERGENCY MEDICAL SERVICES

Section 1. Definition. For the purpose of this Article only, references to "Conditional Employee" shall mean any employee hired on or after March 31, 1987.

Section 2. Condition of Employment. All Conditional Employees shall obtain, if directed, paramedic certification and shall maintain their paramedic certification as a condition of employment unless the Fire Chief grants written permission to an employee to decertify as a paramedic or the employee opts out pursuant to the provisions of Section 5 below.

If there are an insufficient number of firefighter volunteers to fill paramedic slots that the Fire Chief has decided to fill, Conditional Employees may be directed by the Fire Chief to obtain and thereafter maintain paramedic certification unless the Fire Chief grants written permission to an employee to decertify as a paramedic. Subject to overall departmental needs and the availability of training slots at the selected training hospital, the Fire Chief shall direct volunteers and/or Conditional Employees to obtain their paramedic certification whenever the total number of employees who have paramedic certifications does not exceed by six (6) the number the Fire Chief has established. Selection of firefighter volunteers and Conditional Employees for paramedic certification shall be based on an overall assessment of departmental needs. Seniority shall be considered but shall not be controlling. If there are not enough Firefighter volunteers, the Conditional Firefighter employee with the least time served as an Arlington Heights Paramedic will be directed to recertify, or become certified, as a paramedic, so long as the needs of the department are not adversely affected. (If two (2) conditional employees have equal time

served as an Arlington Heights Paramedic, the most senior Conditional Employee, as long as the needs of the department are not adversely affected, shall be directed to obtain paramedic certification.)

Section 3. Good Faith Effort. Conditional Employees shall make a good faith effort to obtain and maintain their certification as paramedics. A Conditional Employee's failure to make, in the Fire Chief's judgment, a good faith effort to obtain or maintain their paramedic certification shall constitute cause for termination. If a non-probationary Conditional Employee believes that the Fire Chief's determination that the Conditional Employee has not made a good faith effort to obtain/maintain certification as an EMT-B or as an EMT-P is arbitrary and unreasonable, the non-probationary Conditional Employee may file a grievance over this issue in accordance with Article VI of this Agreement.

A non-probationary employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain EMT-B certification shall be given one additional opportunity to obtain/maintain same. Similarly, a non-probationary Conditional Employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain his paramedic certification shall be given one additional opportunity to retake the necessary courses (provided one of the resource hospitals which the Department has used in the past accepts the employee for such retraining), and/or retake examinations the number of times authorized by law (provided the appropriate representative of the applicable resource hospital has approved the retaking of the examination). If such employee obtains or retains certification as an EMT-B or EMT-P, the Village will refund to the employee upon submission of appropriate receipts evidencing payment for the direct costs for the retraining, such as tuition, fees, books, etc., provided that expenses for mileage and meals shall not be

reimbursed. Time spent in such retraining outside the Conditional Employee's regularly scheduled hours of work shall not be considered compensable time for any purpose. A non-probationary Conditional Employee's failure to obtain or maintain certification as an EMT-B or EMT-P, whichever is applicable, after being given one additional opportunity shall constitute cause for termination.

Section 4. Employees for Whom EMT-P Certification Is Not a Condition of Employment. Non-conditional employees who are not governed by Section 2 but who nevertheless volunteer or have volunteered to obtain and/or maintain EMT-P certification shall not be subject to discipline or discharge for failing to obtain/maintain EMT-P certification, provided such employees make a good faith effort to obtain/maintain their EMT-P certification. The Department may require non-conditional employees to study courses and/or take classes for obtaining/maintaining status as an EMT-B. Such employees who have completed their probationary period shall not be subject to discipline or discharge if they fail to obtain/maintain EMT-B status provided they make a good faith effort to obtain/maintain their certification as an EMT-B.

Section 5. Opt Out Provisions if Number of EMT-P's Exceeds Number Established by the Fire Chief. Subject to the provisions of the Side Letter attached hereto, the Fire Chief shall establish the number of bargaining unit employees assigned to shift work who must maintain current paramedic certification and shall have the right to revise said number from time to time, provided that the Fire Chief's determination of the number or the revision of such number shall not be made for arbitrary and unreasonable reasons. The Fire Chief shall advise the Union President of the number of employees who must maintain current paramedic certification and of any revision of such number. If the number of employees who have paramedic

certifications exceeds the number that the Chief has established, employees up to the number in excess of the number established by the Chief shall have the right to be relieved of the requirement that they maintain their paramedic certification, subject to the following:

1. Employees shall notify the Fire Chief in writing of their desire to decertify or assume inactive status.;
2. If the number of employees who request to decertify or assume inactive status would result in the number of paramedics dropping below the number established by the Fire Chief, preference shall be given to employees who have the greatest period of service as a paramedic in the Arlington Heights Fire Department; and
3. No more than three (3) paramedics may opt out as a paramedic in any calendar year.

Section 6. Mandatory Decertification. Should the number of employees who have EMT-P certifications exceed by eight (8) the number the Fire Chief has established, the Fire Chief may order employees to either decertify as an EMT-P or to cease functioning as an EMT-P with the Arlington Heights Fire Department, thereby forfeiting any additional compensation the employee would otherwise receive under Article XI, Section 1, for having an EMT-P certification, provided that the number of bargaining unit employees assigned to shift work who are paramedics shall not be less than the number established by the Fire Chief. If any employee elects not to decertify, but merely to cease functioning as an EMT-P in the Arlington Heights Fire Department and to forfeit additional compensation, any arrangement necessary or costs incurred by such employee to maintain his status as an EMT-P shall be borne solely by the employee and any time spent to maintain such status outside the employee's regularly scheduled hours of work shall not be considered compensable time for any purpose. If the Fire Chief orders any employees to decertify or cease functioning as an EMT-P pursuant to this section, the needs of the Department shall be the controlling consideration; provided, however, that the

desires of an employee who is within one year of retirement shall be given special consideration. Orders to decertify shall not be issued arbitrarily or capriciously.

Section 7. Arrangements for EMT-B and EMT-P Training. The Village shall make appropriate arrangements for employees to undertake the necessary courses of study, practical experience, and other prerequisites to obtaining and/or maintaining certification, including paying the direct cost for the training in accordance with present practice, except as provided in Section 3 above concerning retraining.

In accordance with current practice, the Department shall provide paramedics annually with a reasonable opportunity to obtain the continuing education hours needed for recertification during their regularly scheduled hours of work. If despite the provisions of this Article time is spent outside an employee's regularly scheduled hours of work to obtain/maintain EMT-B or EMT-P status, such time shall not be considered compensable time for any purpose.

Employees may be temporarily assigned to a 40-hour workweek in order to be trained as an EMT-B or EMT-P, provided such assignment shall not reduce the employee's base salary.

Section 8. Rotation. Where feasible, the department will attempt to provide for rotation between ambulance and fire suppression company assignments for firefighters/paramedics. Consistent with the need to provide the experience necessary for appropriate skill retention, the intent of such rotation is to reasonably distribute paramedic assignments among qualified firefighters/paramedics. Efforts to provide for such rotation shall necessarily be contingent on daily staffing needs. Firefighters/paramedics on restricted duty assignments and Lieutenants may not be subject to rotation.

Section 9. Notice and Medical Treatment. If the Fire Chief or any supervisory employee excluded from the bargaining unit is notified that an employee has provided

emergency care or life support services to a patient who is suspected of having, or has been diagnosed as having, a dangerous exposure to hazardous materials, communicable disease, or serious infectious disease, the employee shall be immediately notified.

Coverage for the costs and expenses for treatment needed as a result of such exposure shall be in accordance with either Worker's Compensation or the medical plan selected by the employee pursuant to Article XII, Section 1, whichever is applicable.

The Village agrees to pay all expenses for inoculation or immunization shots for any employee wishing to be vaccinated or immunized where such vaccination or immunization is normally available in the Chicago metropolitan area and where such vaccination or immunization becomes necessary as a result of said employee's reasonably likely exposure in the line of duty to contagious diseases. The cost for any examination or diagnostic test necessary to confirm the effectiveness of a vaccine or immunization shall be paid for by the Village. The Village may require the employee to sign a consent form prior to receiving any such vaccination or immunization.

Section 10. Certification/Licensure. The word "certification" as used in this Article shall be interpreted to also mean licensure, if applicable, and that the employee must be approved by the resource hospital.

ARTICLE XIX

EMPLOYEE DISCIPLINE

Section 1. Employee Rights. Employees shall have all rights as set forth in 65 ILCS 5/10-2.1, 1-17, to have their discipline cases reviewed by the Board of Fire and Police Commissioners. Employees shall have the alternative right to file grievances concerning discipline cases. The grievance procedure in Article VI 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 filing of a grievance involving employee discipline shall act as a specific waiver by the Union and the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners and a form containing such specific waiver shall be executed by the Union and the involved employee before a grievance maybe filed under the grievance procedure. Employees initially seeking review by the Board of Fire and Police Commissioners may subsequently elect to file a grievance within the appropriate time limits specified in the grievance procedure, but only prior to any hearing before the Board. Employees so filing a grievance shall immediately withdraw their requests for a Board hearing and waive any and all rights to additional hearing(s) before the Board.

Discipline charges shall be filed with the Board of Fire and Police Commissioners and copies shall be sent to the Union.

A hearing before the Board of Fire and Police Commissioners, if any, shall be conducted under the applicable rules and regulations of the Commission and the applicable statute.

A hearing before an arbitrator selected under the procedures of this collective bargaining contract shall be conducted in the same manner as an arbitration proceeding provided by this collective bargaining agreement, except that in cases involving discharge of an employee the parties will make every reasonable attempt to expedite the process.

Section 2. Employer's Authority. The authority of the Fire Chief to discipline employees shall be governed by 65 ILCS 5/10-2.1-1 et seq., regardless of which forum the employee may select in which to contest the disciplinary action.

ARTICLE XX

ENTIRE AGREEMENT

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

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement, provided the Union makes a timely and proper request to bargain over the change being considered by the Village.

ARTICLE XXI

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence

good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement.

ARTICLE XXII

DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2014. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

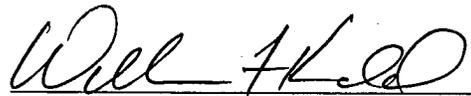
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 6 day of May, 2011.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: 

By: 

Date: May 6, 2011

Date: 5/6/11

Village of Arlington Heights
BLUE CROSS BLUE SHIELD PPO BENEFIT SUMMARY

Attachment A
Blue Cross Blue Shield
Hospital/Physician PPO

Deductible	\$250 Individual \$750 Family
Coinsurance	90% Network 70% Non-Network
Out-of Pocket	\$1,000 Individual (In Network) \$2,000 Individual (Non-Network)
Inpatient Hospital	90% Network 70% Non-Network
Surgery	90% Network 70% Non-Network
X-Ray/Lab	90% Network 70% Non-Network
Office Visit	90% Network 70% Non-Network
Prescriptions	\$10 co-pay - generic \$20 co-pay - formulary \$30 co-pay - non-formulary
Emergency Room	90%
Lifetime Maximum	Unlimited

SIDE LETTER

The wearing of an official Union pin which is not larger than the size of a dime shall be limited to the lapel of the employee's squad jacket or dress uniform, or to the pocket flap of the station uniform shirt. This Side letter shall be in effect for the term of the collective bargaining agreement to which it is attached.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: *Arlene Mulder*

By: *Will Leo*

Date: *May 6, 2011*

Date: *5/6/11*

SIDE LETTER

It is the Fire Department's present intention to continue to purchase bunker turnout suits with microporous vapor liners (known as Gore-Tex vapor liners). If the Fire Chief subsequently determines that there are good and sufficient safety reasons to no longer purchase bunker turnout suits with Gore-Tex liners, the Fire Chief shall first discuss the matter at a Labor Management meeting, held in accordance with the provisions of Article XV.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: 

By: 

Date: May 6, 2011

Date: 5/6/11

SIDE LETTER

No bargaining unit employee shall be involuntarily assigned to a full-time position as Director of Paramedic Services. No Lieutenant shall be offered the position of Director of Paramedic Services unless he has successfully completed his one year probationary period as a Lieutenant.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: *Debra Mulder*

By: *Will F. L. O.*

Date: *May 6, 2011*

Date: *5/6/11*

SIDE LETTER

Unless the Village decides to add an additional ambulance company, the number of bargaining unit employees assigned to shift work who must maintain current paramedic certification shall not exceed 48 as long as any employees who are required to maintain paramedic certification and with respect to whom such certification was not a condition of employment at the time of initial hire (*i.e.*, employees hired prior to March 31, 1987) have not been given the right to be relieved of such requirement pursuant to the provisions of Article XVIII, Section 5. When all such employees have been given the right to opt out (whether or not exercised), the provisions of Article XVIII, Section 5, with respect to the Fire Chief's right to revise said number shall be fully applicable. The provisions of Article VI of the parties' Agreement (Grievance and Arbitration Procedure) shall be applicable to this Side Letter.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: 

By: 

Date: May 6, 2011

Date: 5/6/11

SIDE LETTER

This is a Side Letter to the 2011-2014 collective bargaining agreement between the Village of Arlington Heights ("Village") and the Arlington Heights Firefighters Association, Local 3105, IAFF ("Union"). The Village and the Union agree that, in recognition of the fact that the 2011-2014 collective bargaining agreement was voluntarily agreed-upon prior to May 1, 2011, all employees in the bargaining unit as of the date the new agreement is signed will receive a one-time \$1,000 signing bonus within thirty (30) days of the date the new agreement is executed. This lump sum bonus is non-precedential in nature, and shall not be added to base pay.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By: 

By: 

Date: May 6, 2011

Date: 5/6/11

APPENDIX A

ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

WHEREAS, the provisions of § 1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution;

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Village and the Union agree to the following Alternative Impasse Resolution Procedure:

Section 1. Authority for Agreement: The parties agree that the statutory authority for this Agreement is § 1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Union that are subject to the negotiations for a successor agreement, the provisions of which are set forth herein.

Section 2. Selection of Arbitrator and Naming of Panel: The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to § 1614, they will engage in the arbitration of impasses procedures described in the Act and the Rules and Regulations of the Board, subject to the following:

- (a) **Service of Demand for Mediation:** The Village agrees that any Demand for Mediation filed by the Union and served upon the Village thirty (30) days prior to May 1, 2014 (or May 1 in any subsequent year if the Agreement is automatically renewed), shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to

have been initiated and commenced on the date of service and filing of the Demand for Mediation.

(b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by the Union, the selection of an arbitrator will be delayed until such time as either party serves upon the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that at least one month of mediation has occurred. It is further agreed that:

- (i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service;
- (ii) Within seven (7) days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.
- (iii) In the absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the American Arbitration Association (“AAA”) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in the AAA’s ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator. Each party shall have fourteen (14) calendar days from the date the panel list is received from the AAA to number the names on the panel list in order of preference and return the list to the AAA. Each party may strike up to two names from the panel list, but shall number in order of the preference the remaining names. In accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the arbitrator to serve. In the event that the arbitrator declines or is unable to serve, the AAA shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the AAA and commence

the selection process anew. It is further agreed that the AAA's role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the AAA administering the selection process. The parties shall inform the AAA of this limited role by joint letter at the time the first panel is requested;

- (iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.

(c) **Issues in Dispute and Final Offers:** Within twenty-one (21) calendar days prior to the commencement of the hearing, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
- (ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to

resolve any or all the issues identified as being in dispute through further collective bargaining.

(d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Village and the Union. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for a successor agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to May 1, 2014, (or May 1 in any subsequent year if the Agreement is automatically renewed), provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages or other forms of compensation.

(e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to May 1, 2014 (or May 1 in any subsequent year if the Agreement is automatically renewed), but rather intend to insure that the arbitrator has the jurisdiction and

authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.

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

- (i) Hearings shall be held in the Village of Arlington Heights, Illinois, at a mutually agreed location. Hearings may be conducted outside the Village of Arlington Heights only by written mutual agreement.
- (ii) The hearings shall begin within thirty (30) days of the notification from the AAA that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing.
- (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within twenty-one (21) calendar days of the conclusion of the hearings;
- (iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of Post-hearing briefs, whichever is later;
- (v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

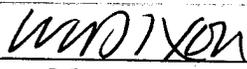
(g) **Time Limits:** The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the

Rules and Regulations of the Board, may be extended by mutual written agreement.

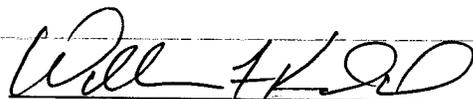
- (h) **Remaining Provisions of § 1614:** Except as expressly provided in this Agreement, the parties agree that the provisions of § 1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur over the negotiations for a successor agreement. To the extent there is any conflict between the provisions of this Agreement and § 1614 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.
- (i) **Recitals Incorporated:** The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.
- (j) **Authority of Representatives:** The undersigned representatives warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Village and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Village and the Union.

VILLAGE OF ARLINGTON HEIGHTS

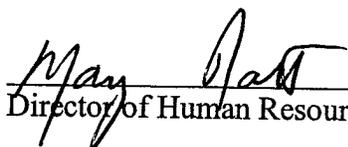
ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.



Village Manager



Union President



Director of Human Resources



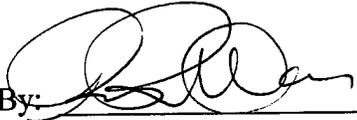
Member of Negotiating Team

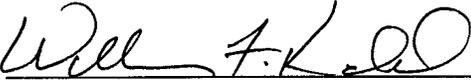
MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement with respect to the 2011-2014 collective bargaining agreement between the Village of Arlington Heights ("Village") and the Arlington Heights Firefighters Association, Local 3105, IAFF ("Union"). The Village agrees not to lay off any bargaining unit employee during the period May 1, 2011 through and including April 30, 2012 only. This agreement is non-precedential in nature.

VILLAGE OF ARLINGTON HEIGHTS

ARLINGTON HEIGHTS FIRE FIGHTERS
ASSOCIATION, LOCAL 3105, I.A.F.F.

By:  _____

By:  _____

Date: 5/6/11 _____

Date: 5/6/11 _____

