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• MEMORANDUM •
PRIVILEGED AND CONFIDENTIAL

**TO: Honorable Katrina Thompson, Mayor
Board of Trustees, Village of Broadview**

FROM: Julie E. Diemer, Esq.

CC: James M. Vasselli, Esq.

DATE: August 29, 2019

SUBJECT: Executive Summary of Firefighters' Collective Bargaining Agreement

The collective bargaining agreement ("CBA") between the Service Employees International Union ("SEIU") and the Village of Broadview ("Village") covering Firefighters expired on April 30, 2017. The Firefighters filed a petition with the Illinois Labor Relations Board ("ILRB") to cease their representation by SEIU and instead be represented by the Illinois Association of Firefighters ("IAFF" or "Union"). Pursuant to a statutory process, the ILRB certified IAFF as the exclusive collective bargaining representative for the Village's Firefighters. IAFF and the Village then negotiated the successor collective bargaining agreement ("CBA"). The Union and Village reached a tentative agreement regarding the CBA; however, when the Union presented it to its bargaining unit, it was rejected. The Union and Village then reconvened collective bargaining.

The Union and Village have now reached a tentative agreement regarding the terms of the CBA that has been ratified by the Union. The duration of the CBA is May 1, 2017 through April 30, 2020. The tentative CBA is hereby submitted to the Board for approval.

Below is an executive summary of the changes to the CBA.

- **Section 2.3 Limits on Hiring and Floaters:** New language was added permitting the Chief to ask any Firefighter/Paramedic to perform the duties of a floater. In the event no one is able to voluntarily perform the duties of a floater, the Chief may force the lowest

senior member of any shift.

- **Section 11.3 Position Assignments:** New language was added reiterating that Firefighters shall comply with all Department policies regarding scheduling, including Department Policy 100.11.
- **Section 12.1 Union Activity during Working Hours:** New language was added providing that the union shall be allowed to pay, from its own funds, a set dollar amount to a bargaining unit member(s) in order to have them work for a member of the Local Executive Board or Local Steward to attend IAFF-AFFI Conferences, Conventions, Seminars and Events. This shall be accomplished at no cost to the Village and any bargaining unit member paid by the Local to work shall be qualified to work in the position of the person he is working for. The Local shall provide a calendar of events Executive Board Members wish to attend at the beginning of the calendar year, once the calendar is available.
- **Section 16.5 Maternity Leave:** New language was added in order to comply with recent changes to the Illinois Human Rights Act regarding leave related to pregnancy/childbirth. The language states verbatim:

The Village shall comply with the Illinois Human Rights Act, 775 ILCS 5/2-102, with respect to providing pregnant firefighters with a temporary transfer to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, where the transfer can be reasonably accommodated.

Such request must set forth the date that leave is to begin, as soon as that can be determined by the firefighter and the firefighter's physician. For paternity leave a bargaining unit member shall be granted one (1) shift day of leave beginning with the first shift after the birth of the bargaining unit member's child. In the event the bargaining unit member's spouse goes into labor while the member is on duty, the member will be allowed to leave shift immediately. If a second duty day is needed it will be with pay in the discretion of the Chief.

Firefighters shall comply with all Department policies regarding leaves of absences, sick leave, and/or maternity leave, including Fire Department Policy 300.13.

- **Section 16.6 Injury Leave:** New language was added reiterating that Firefighters shall comply with all Department policies regarding injury leave.
- **Section 16.8 Outside Employment Injury:** New language was added reiterating that Firefighters shall comply with all Department policies regarding outside employment illness/injury, including Fire Department Policy 300.20.

- **Section 17.1 [Probationary Firefighter] Definition:** New language was added requiring Firefighters who have completed all requirements/training as set forth in the Fire Department Probationary Manual to serve a probationary period of one (1) year, during which time they may be terminated without cause and may not grieve their termination.
- **Section 20.1 Holidays Listed:** The language was revised to provide that payment for holidays shall be tendered upon the last paycheck in November each calendar year.
- **Section 21.1 [Sick Leave] General:** New language was added reiterating that Firefighters shall comply with all Department policies regarding illness/injury, and/or sick leave, including Fire Department Policy 300.20.
- **Section 21.2 [Sick Leave] Reporting:** The language was revised to provide that a Firefighter who finds it necessary to be absent from work for any medical reason shall contact their supervisor no earlier than 1930 hours the night before their shift.
- **Section 21.11 Sickness in Family:** New language was added to comply with changes to Illinois law regarding the use of personal sick leave for family members, rather than for the Firefighter. The language states verbatim:

To the extent permitted by the Employee Sick Leave Act, 820 ILCS191/1 *et seq*, employees may use their personal sick leave benefits for illness, injuries, or medical appointments of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. An employee's use of sick leave under the Sick Leave Act is limited to the amount of personal sick leave that the employee accrues under this Agreement during a six (6) month period. Employee's may not use sick leave before it is earned.

If an employee used sick leave due to the illness, injury, or medical appointment of a relative included in the Sick Leave Act, the Village reserves the right to require the employee to furnish a physician's statement confirming the relative ill, injured, or had a medical appointment, and that the employee's attendance was necessary, but only under the same circumstances for which the Village could require such a statement if the absence had been for the employee's own illness, injury, or medical appointment.

- **Section 22.3 Firefighter [Health Insurance] Contributions:** The language was amended to provide that Firefighters shall contribute twelve and a half percent (12.5%) towards the cost of their health insurance premium.

- **Section 23.5 EMS Coordinator:** New language was added providing that the EMS Coordinator shall receive an annual stipend of \$1000.00 for the period of May 1, 2017 through April 30, 2018; \$1500.00 for the period of May 1, 2018 through April 30, 2019; \$2000.00 for the period of May 1, 2019 through April 30, 2020. The stipend shall not be added to base wages and shall be payable in one lump sum at the end of November. The Fire Chief shall have sole discretion as to whether an EMS coordinator will be appointed for any given fiscal year and the sole discretion as to the selection of the employee who will serve in that capacity. The Fire Chief shall have the sole discretion to select or change to an EMS coordinator from firefighters who are outside of the bargaining unit.
- **Section 23.6 Explorer Coordinator:** New language was added providing that the Explorer Coordinator shall receive an annual stipend of \$1000.00 for the period of May 1, 2018 through April 30, 2019; \$1500.00 for the period of May 1, 2019 through April 30, 2020. The stipend shall not be added to base wages and shall be payable in one lump sum at the end of November.
- **Section 25.1 Wages:** Wage increases are as set forth below.

ARTICLE 25 – WAGES

		2.00%	2.25%	2.25%
		5/1/2017	5/1/2018	5/1/2019
Firefighter Only		\$83,039.50	\$84,907.89	\$86,818.32
Firefighter/Paramedic		\$86,153.49	\$88,091.94	\$90,074.01
hired before 4/30/13				
Firefighter/Paramedic	Probationary	\$47,475.47	\$48,543.66	\$49,635.90
hired after 5/1/13	Complete Year 1	\$51,653.32	\$52,815.51	\$54,003.86
	Complete Year 2	\$56,250.47	\$57,516.10	\$58,810.21
	Complete Year 3	\$61,256.75	\$62,635.02	\$64,044.31
	Complete Year 4	\$66,708.60	\$68,209.54	\$69,744.26
	Complete Year 5	\$72,645.66	\$74,280.19	\$75,951.49
	Complete Year 6	\$79,111.12	\$80,891.12	\$82,711.17
	Complete Year 7	\$86,153.49	\$88,091.94	\$90,074.01

- **Section 25.2 Longevity Pay:** Longevity pay is as set forth below.

After completion of 15 years of service, the member shall receive a one-time longevity increase of 025% add to their base wages;

After completion 20 years of service, the member shall receive a one-time longevity increase of 0.50% added to their base wages.

After completion of 25 years of service, the member shall receive a one-time longevity increase of 0.75% added to their base wages.

- **Section 26.5 Assigned Duties and Drills, Lunch Break and Uniforms:** New language was added providing that in the event the morning break is interrupted by an emergency call, the time will not be made up upon return. New language was also added providing that the daily uniform shall consist of the department approved tee-shirts, pants, and hats (baseball or knit), provided that the tee-shirts and hats are in good condition (no holes or stains). Uniforms for special events or public education/ relations details shall consist of either the Class B uniform, or the red Department Polo. The shift shall be uniformly dressed for such events.
- **Section 26.6 Emergency Call Back Time:** The language was revised to reflect the Department's use of an electronic communication system to facilitate call backs. New language was also included placing parameters on the number of Firefighters needed and which Firefighters will be compensated for the call back. The language states verbatim:

In the event the engine is out of town and committed, a total of three (3) Firefighters and one (1) Officer is required. An Officer will have five (5) minutes to respond via the electronic application. If an Officer does not respond within the allotted time, a fourth (4th) Firefighter will be allowed to respond so as to have a full engine company. The most qualified by certification firefighter will act as the Officer, then seniority second. If the ambulance is committed to an MCI of fire, two (2) paramedics are required. If an in-town fire has occurred, one (1) Officer and five (5) Firefighter/Paramedics are required. If a MABAS vehicle is requested that is in the Village's possession, and the Department is at minimum manning, one (1) Firefighter/Paramedic will be requested. The first to check in via the electronic application (or any application or software used by the village for staffing purposes) who are needed to meet manning will be paid. If at any time an apparatus is returned before arriving of off duty, the bargaining unit member will be paid one (1) hour of overtime, not two (2). During the hours of 0730-1530 Monday thru Friday, in the event there is an emergency call back, and there are bargaining unit members performing 7g work (defined under 7g definition), those members will count toward the number of required members needed to respond. In which case those members will be switched from the 7g rate of pay to their regular overtime rate.

- **Section 26.8 Overtime:** The overtime language was revised regarding the situations in which overtime may be paid. The language states verbatim:

Whenever overtime is authorized by the Chief or designee, the Union shall execute the call out procedure. Either an executive board member or Union Steward will be responsible for calling out for overtime. Bargaining unit members shall be called back to work in the order of their appearance on an overtime list which will be maintained by the Union and posted on the bulletin board. The list shall be updated based upon rotating cumulative hours of overtime worked by each employee. The most senior employee in the bargaining unit shall be listed first, the second most senior employee shall be listed second, and so on. Employees will be contacted for available overtime in the order that they appear on the list, with the most senior employee with the lowest total hours being contacted first. Once overtime is worked by an employee, the employee's position on the list will change. The cumulative overtime list shall be zeroed-out on January 1st of each calendar year. Hours to be worked after January 1st will be assigned using the zeroed-out list. The number of hours that will be charged to an employee that works the overtime will be the actual number of hours that were worked by the employee. If a union member declines the available overtime, his position on the list will not change, but the next senior member with the lowest hours will then be called and so on. It will be the sole responsibility of the Union to keep record of all overtime worked.

When the call out procedure is used in a non-emergent scenario, meaning the overtime is not needed immediately, if the bargaining unit member does not answer the phone, he/she has 60 minutes to respond before the next member is called and offered the position and so on. If the overtime position is needed immediately and a bargaining unit member does not answer, the next member will be called immediately, not allowing any time to respond to fill the position.

In the event a Firefighter calls in sick, creating a shortage in manpower, the call out procedure shall be executed. If the firefighter declines work or cannot be contacted, the next firefighter on the list will be contacted. If a hold-over is necessary, or no other Firefighter is available to work the overtime, the least senior Firefighter with the lowest number of hours coming off of shift on the overtime list shall be required to work back.

Once a firefighter accepts an overtime position, he/she is responsible for the entire 24 hour shift, unless the overtime is the result of a firefighter leaving shift early. A firefighter can elect to split an overtime shift if so desired, but the firefighter is responsible for finding coverage for the remainder of the shift.

The only time the call out procedure can be altered is if a Firefighter/Paramedic is needed, and next on the list is a Firefighter only. In such case, the next Firefighter/Paramedic on the list would then be contacted.

Firefighters shall comply with all Department policies regarding overtime, including Fire Department Policy 300.12.

- **Section 33.1 Term of Agreement:** The duration of the CBA is May 1, 2017 and it shall remain in full force and effect until the 30th of April, 2020.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH THE BROADVIEW PROFESSIONAL FIREFIGHTERS UNION IAFF-AFFI LOCAL 5129 FOR THE FIREFIGHTERS AND FIREFIGHTER PARAMEDICS BARGAINING UNIT WITH THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to ensuring the effective administration of government; and

WHEREAS, the collective bargaining agreement (the “CBA”) between the Broadview Professional Firefighters Union IAFF-AFFI Local 5129 (the “Union”) representing the Firefighters and Firefighter Paramedics Bargaining Unit and the Village (together, the “Parties”) expired on April 30, 2017; and

WHEREAS, the Parties have negotiated a successor CBA (the “Successor CBA”), attached hereto and incorporated herein as Exhibit A, and a majority of the Union membership approved the Successor CBA; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve the Successor CBA;

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to authorize the President or her designee to enter into the Successor CBA and to further authorize the President or her designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

Section 03. Invocation of Authority.

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

ARTICLE II. AUTHORIZATION

Section 10. Authorization.

The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Successor CBA in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable Successor CBA. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive

part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 12. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County,
Illinois on this ___ day of _____ 2019, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Miller				
Senior				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS
____ DAY OF _____ 2019.**

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF BROADVIEW
AND
BROADVIEW PROFESSIONAL FIREFIGHTERS UNION IAFF-AFFI LOCAL 5129
May 1, 2017 to April 30, 2020

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ARTICLE 1 – PREAMBLE

Section 1.1 Parties to this Agreement

This Collective Bargaining Agreement (“Agreement”) is entered into by and between the VILLAGE OF BROADVIEW, an Illinois municipal corporation (herein referred to as the “Employer”), and the Broadview Professional Firefighters Union IAFF-AFFI Local 5129 (hereinafter referred to as the “Union”).

Section 1.2 Purpose of Agreement

The purpose of the Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the firefighters and firefighter paramedics in the bargaining unit (“Firefighter”), and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment and to prevent as well as to adjust misunderstandings and grievances relating to Firefighters, wages, hours, and working conditions.

Section 1.3 Mutual Covenants

In consideration of mutual promises, covenants and agreements contained herein, the parties herein, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2 – RECOGNITION

Section 2.1 Union as Exclusive Bargaining Unit

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours to be worked and all other terms and condition of employment of all Firefighters in the bargaining unit. The bargaining unit shall include all sworn Firefighters below the rank of lieutenant.

Section 2.2 Excluded Positions

Positions excluded from the above-described bargaining unit shall include all sworn Firefighters of the rank of lieutenant and above, and all employees of the Employer not specifically included above, and any other employees excluded by the Illinois Public Labor Relations Act, 5 ILCS 325/1, *et seq.*

Section 2.3 Limits on Hiring and Floaters

The parties to this Agreement have discussed the questions of contract Firefighters negotiations and agree that for the term of the Agreement, the Employer will not consider contracting or hiring out contract Firefighter/paramedics, except that any Firefighter/paramedics hired or recalled to replace a Firefighter who has left Employer's services for whatever reason may serve in the capacity of a floater. The Employer may ask any Firefighter/Paramedic to perform the duties of a floater. In the event no one is able to voluntarily perform the duties of a floater, the Employer may force the lowest senior member of any shift. The schedule of a floater may be changed upon 48 hours of notice to the affected Firefighter.

The duties of a designated floater include, but are not limited to: (i) assignment to a shift to accommodate the 192 base hour requirement for a work cycle; (ii) filling in when a scheduled Firefighter calls in sick, (iii) assignment to work on Emergency Call Backs; (iv) participation in training exercises, including, night sessions in order to become familiar with new procedures, and new equipment; (v) making-up any missed drill practices; (vi) filling a position of a Firefighter laid up due to an illness or injury; (vii) cover shifts that may have a fewer number of Firefighter to ensure that all shifts are equally manned. In addition, the designated floater will be able to swap days; provided the Employer incurs no overtime or any other expense due to the fact the floater was working a swap

ARTICLE 3 – NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all Firefighters' development and will apply equal employment practices.

Section 3.2 Non-Discrimination

The Employer shall not discriminate against Firefighters, and employment-related decisions will be based on qualification and predicted performance in a given position without regard to race, color, sex, age (40-70), religion, or national origin of the Firefighter; nor shall the Employer discriminate against Firefighters as a result of lawful activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Employer and all members of the bargaining unit agree to comply with all applicable laws. Firefighters shall not be transferred, assigned or reassigned nor have any of their duties changed for reasons prohibited by this section.

Section 3.3 Use of Masculine Pronoun

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

ARTICLE 4 – DUES DEDUCTIONS

Section 4.1 Dues Deduction

Upon receipt of a written and signed authorization form from a Firefighter, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Union at the address designated by the Union in accordance with the law of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 4.2 Dues

With respect to any Firefighter on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the Firefighter the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless, revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of the Agreement. The Employer will not similarly deduct dues in any other organization as to Firefighters covered by this Agreement.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 5.1 Management Rights

Except as specifically modified by other articles of the Agreement, the Union recognized the exclusive right of the Employer to make and implement decisions with respect to the 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 Employer; to supervise and direct the working forces; to establish work and productivity standards time to time; to change, those standards; to assign overtime; to determine the methods, means and organization by which operations are conducted; to make, alter and enforce rules, regulations, policies and procedures; to evaluate Firefighters; to discipline; suspend and discharge Firefighters for just cause (except probationary Firefighters without cause); to determine whether services are to be provided by Firefighters covered by this Agreement; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Employer. It is specifically provided, however, that the exercise of any of the above rights shall-not conflict with any of the express written provisions of the Agreement.

5.2 Rules and Regulations

Firefighters shall be required to comply with all the rules, regulations, policies and procedures of the Fire Department assuming such are not inconsistent or in conflict with the terms of the Agreement.

New or revised rules, regulations, policies and procedures may be established from time to time. Except in an emergency, the Union will be given notice of proposed changes and a reasonable opportunity to discuss such changes with management before they are finalized, and absent emergency such change will be posted for not less than fourteen (14) days before they become effectively enforceable. Rules, regulations, policies and procedures shall be fairly and equitably administered and enforced.

ARTICLE 6 – NO STRIKE

Section 6.1 No Strike Commitment

Neither the Union nor any Firefighter will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage or slowdown, or interfere with the full, faithful and proper performance of the duties of employment with the Employer, during the term of this Agreement. Neither the Union nor any Firefighter shall refuse to cross any picket line, by whoever established.

Section 6.2 Resumption of Operation

In the event of action prohibited by Section 6.1 above, the Union immediately shall disavow such action and request the Firefighters to return to work or otherwise comply with Section 6.1 above, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 6.3 Union Liability

Upon the failure of the Union to comply with the provisions of Section 6.2 of this Article any agent or official of the Union who is a Firefighter covered by this Agreement shall be subject to immediate discharge. Any Firefighter who violates any provision of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any Firefighter who participates, in actions prohibited by Section 6.1 above shall not be considered as a violation of the Agreement and shall not be subject to the provisions of the grievance procedure. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Article provided each fulfils its obligation to use its best efforts to ensure that the provisions of Section 6.1 and 6.2 are complied with by its members.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 7.1 Definition of a Grievance

A grievance is a difference of opinion between a person covered by this Agreement and the Employer with respect to the meaning or application of the express terms of the Agreement. Upon execution and ratification of this Agreement, the Union shall provide the Chief with a list of Union stewards. Thereafter, whenever there is a change in Union stewardship, the Union shall notify the Chief of any change within thirty (30) days of the change.

Section 7.2 Procedure

Recognizing that it is to the benefit of all concerned to raise and settle grievances promptly, a grievance must be raised within two (2) duty days but not more than ten (10) calendar days of the time the grievant becomes aware of the facts giving rise to the grievance. At all steps of the grievance procedure, a Union representative shall be present. A grievance shall be processed as follows;

Step 1. Any person covered by this Agreement who feels he/she has been aggrieved by a violation of this Agreement shall first discuss his/her grievance, a Union representative being present, with his/her Lieutenant. If the matter is not satisfactorily resolved at this step, the grievant shall be entitled to request that it be advanced to the next step. If the grievance is in writing, the answer shall be in writing.

Step 2. If the grievance is not resolved, it may be submitted to the second step within seven (7) calendar days following the events or circumstances giving rise to the grievance. If it is not already in writing, it shall be reduced to writing by the grievant and submitted to the Captain. The Captain shall answer the grievance within seven (7) calendar days of receiving it.

Step 3. If the grievance is not resolved, the grievant may submit it to the Chief within seven (7) calendar days of the decision in Step 2. The Chief shall meet as soon as possible with the grievant and his Union Representative and shall provide an answer to the grievant in writing within seven (7) working days of such a meeting.

Step 4. If the grievance is not resolved by the Chief's response in Step 3, the grievant may appeal the matter by written notice to the Mayor; the reasons for the appeal shall be stated by the Union in writing. The Union shall receive, within seven (7) calendar days after submission of the grievance to the Mayor, a written statement of the Mayor's findings.

Step 5. Mandatory Arbitration: If the grievance is not settled in accordance with the foregoing, procedure, the Union may refer the grievance to Mandatory Arbitration by giving written notice of the Mayor's decision. The grievance provision of the Agreement

shall be subject to the Illinois Uniform Arbitration Act as stipulated in the Illinois Labor Relations Act.

The Arbitrator shall have no right to amend, modify, nullify, disregard, add to, or subtract from the provision of the Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit in writing his decision to the Employer and the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision or application of the terms of the Agreement to the facts of the grievance presented shall be final and binding upon the parties.

ARTICLE 8 – RESOLUTION OF IMPASSE

In the event of an impasse in the collective bargaining process with the result that the Employer and Union are unable to effect a settlement, then either party may institute the impasse resolution procedures, including mediation and impasse arbitration, provided for in the Illinois Public Labor Relations Act, 5 ILCS 315/1, *et seq.*

ARTICLE 9 – FIREFIGHTER TESTING

Section 9.1 Statement of Employer Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Firefighters. For purposes of Article 9, “On Duty” shall be defined as the point in which the Firefighter checks in for duty and any time after 7:30 a.m.

Section 9.2 Prohibitions

Firefighters shall be prohibited from:

- (a) Consuming or possessing alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere, on any Employer premises or job sites, including all Employer buildings, properties and vehicles;
- (b) The use, possession or the sale, purchase or delivery of any illegal drug at any time on or off duty (unless in accordance with duty requirements).
- (c) Being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 9.3 Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that a Firefighter is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the Firefighter to submit to alcohol or drug testing as set forth in this Agreement. A supervisory personnel, who is not a member of the bargaining unit represented by the Union, must verify in writing his reasonable suspicions concerning the affected Firefighter prior to any order to submit the testing authorized herein. There shall be no random or unit-wide testing of Firefighters, except random testing of an individual Firefighter as authorized in Section 9.8 below. The foregoing shall not limit the right of the Employer to conduct tests as it may deem appropriate for persons seeking employment as Firefighters prior to their date of hire.

In addition to the reasonable suspicion bases above, it is understood that a drug or alcohol test may be required under the following conditions:

- (a) When a Firefighter has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;
- (b) When a Firefighter is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
- (c) When a Firefighter is involved in an on-duty motor vehicle accident where there is reasonable suspicion of illegal drug use or alcohol abuse;
- (d) Where a Firefighter has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

Section 9.4 Order to Submit to Testing

At the time a Firefighter is ordered immediately to submit to testing authorized by this Agreement, the Employer shall provide the Firefighter with a written notice of the order, setting forth all of the reasonable suspicions which have formed the basis of the order to test. The Firefighter shall be permitted to consult with a representative of the Union at the time the order is given. No questioning of the Firefighter shall be conducted without first affording the Firefighter the right to Union representation and/or legal counsel. The Firefighter's inability to obtain Union representation and/or legal counsel shall not unreasonably delay conducting the test and in no event shall the delay be longer than two (2) hours. Refusal to submit to such testing may subject the Firefighter to discipline. The Firefighter's taking of the test shall not be construed a waiver of any objection or rights that he may have.

Section 9.5 Test to be Conducted

In conducting the testing authorized by the Agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of performing tests according to Illinois Department of Transportation (“IDOT”) standards;
- (b) Insure that the laboratory or facility selected conforms to all IDOT standards;
- (c) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No Firefighter covered by the Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) Collect a sufficient sample of the same bodily fluid or material from a Firefighter to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the Firefighter;
- (e) Collect samples in such a manner as to preserve the individual Firefighter’s right to privacy, but also to insure a high degree of security for the sample and its freedom from adulterations;
- (f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample, by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug and drug metabolites;
- (g) The cutoff concentrations for initial and confirmatory drug tests shall be as specified in 49 CFR 40.87, as amended from time to time;
- (h) Provide the Firefighter tested with an opportunity to have the additional reserved sample tested by a clinical laboratory or hospital facility of the Firefighter’s own choosing, at the Firefighter’s own expense; provided the Firefighter notifies the Village Administrator, in writing, by 5:00 p.m. of the next business day of receiving the results of the tests and provides that the clinical laboratory or hospital facility conforms to the same criteria as set forth above;
- (i) Require the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understanding expressed herein (e.g. billing for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the Firefighter’s interest;
- (j) Require that with regard to alcohol testing, for the purpose of determining whether the Firefighter is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the

Employer from attempting to show that test results below .04 demonstrates that the Firefighter was under the influence, but the Employer shall bear the burden of proof in such cases);

- (k) Provide each Firefighter tested with a copy of all information and reports received by the Employer in connection with the testing and the results within three (3) days of receipt;
- (l) Insure that no Firefighter is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately disconnected in the event of a negative test result.
- (m) During the pendency of the testing, the Firefighter's pay will be placed in escrow. In the event the test result is negative the pay will be delivered to the Firefighter; if positive, the pay will be returned to the Employer.
- (n) Have a supervisor that is not a member of the Union, or the Chief's designee drive and escort or provide transportation for the Firefighter to any testing that is not conducted at the Village.

Section 9.6 Right to Consent

The Union and/or Firefighter, with or without the Union, shall have the right to file a grievance claiming that any provision of Section 9.4 or 9.5 has been violated. The filing of a grievance shall not affect the Employer's right to take disciplinary action against the Firefighter if otherwise allowed under this Article. Firefighters retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9.7 Voluntary Requests for Assistance

The Employer shall take no adverse employment action against a Firefighter who, prior to being under reasonable suspicion of any drug use or for alcohol use while on duty, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, except that the Employer may require reassignment of the Firefighter with pay if he is then unfit for duty in his current assignment provided that the Firefighter agrees to and complies with Section 9.8 (a) through 9.8 (f). The Employer shall make available through an Employee Assistance Program ("EAP") selected by the Employer at the Employer's discretion which shall provide a means by which the Firefighter may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Employer by the Lieutenants, Captains, Deputy Chiefs and Fire Chief shall not be used in any manner adverse to the Firefighter's interest, except reassignment as described above.

Section 9.8

Discipline

In the first-instance that a Firefighter tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol while On Duty, after being ordered to submit to a test pursuant to Section 9.4, the Firefighter shall be subject to termination from employment unless the Firefighter meets the conditions (a) through (f) outlined below. If the Firefighter meets these conditions, the employer shall nonetheless have the right to impose an unpaid suspension of up to thirty (30) days.

- (a) The Firefighter agreeing to appropriate treatment as determined by the physician(s) involved, who must be approved by the Employer;
- (b) The Firefighter discontinues his use of illegal drugs or abuse of alcohol;
- (c) The Firefighter must obtain a written medical release to return to work;
- (d) If the Firefighter takes any absence from work, including calling in sick or not reporting for duty for an assigned shift (but not including scheduled vacation time), the Firefighter shall be responsible to report to a lab similar to Concentra as designated in this policy for a drug screening within two (2) hours from the time the Firefighter should have reported to work. This requirement is automatic and does not require notification by the department that the Firefighter must get a drug test. The Chief or his designee, in his sole discretion, can waive this requirement in cases of emergency. The Employer agrees to transport the Firefighter to the drug screening facility or, at the Chief's discretion, may authorize the transport of the Firefighter by cab. The Employer agrees to reimburse the Firefighter an amount for the transport not to exceed twenty-five dollars (\$25.00) upon the Firefighter providing a receipt for the transportation.
- (e) The Firefighter completes the course of treatment prescribed, included an "after-care" group for a period of up to twelve months;
- (f) The Firefighter agrees to submit to random testing during hours of work during the period of "after-care".

Firefighters who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of alcohol or illegal drugs during the hours of work, shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain a Firefighter on active status throughout the period of treatment if it is appropriately determined that the effect of the Firefighter's use of alcohol or drugs prevents such individual from performing the duties of a Firefighter or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Firefighter shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of

absence, at the Firefighter's option, pending treatment. The foregoing shall not limit the Employer's right to discipline Firefighters for any other misconduct.

The Employer and the Union agree that illegal drug use or possession by a Firefighter is intolerable. As such, any challenge by a Firefighter through the grievance process set forth in Article 7 to a charge that he has engaged in illegal drug use and/or possession shall be limited to the issue of whether the Firefighter engaged in such use and/or possession.

ARTICLE 10 – INDEMNIFICATION

Section 10.1 Employer Responsibility

The Employer shall be responsible for, hold Firefighters harmless from and pay for damages or monies which may be adjusted, settled or adjudicated against any Firefighter covered by the Agreement for claims asserted against him from or arising out of his performance of his duties as a Firefighter. However, the Employer shall not be liable for any punitive damage claim adjudged, assessed or otherwise levied against any Firefighter.

Section 10.2 Legal Representation

Firefighters shall have legal representation provided by the Employer in any civil cause of action brought against a Firefighter resulting from or arising out of the performance of the Firefighter's duties. The Employer shall have the sole right to obtain counsel for the Firefighters and the Firefighter shall have no right to obtain separate counsel except in circumstances which demonstrate a conflict between the Employer and Firefighter which has resulted because the Employer will not agree to pay for representation or coverage for the Firefighter due to the Firefighter's actions being outside the scope of employment or if the Employer otherwise disavows the Employer Responsibility from Section 10.1. If there is a conflict which requires separate representation for the Firefighter but in which the Employer is fulfilling its obligation of Employer Responsibility in Section 10.1, the Employer will select the Firefighter's counsel at the Employer's discretion.

Section 10.3 Cooperation

Firefighters shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 10.4 Applicability

The Employer will provide the protection set forth in Section 10.1 and Section 10.2 above so long as the Firefighter is acting within the scope of his employment and where the Firefighter has fully cooperated, as defined in Section 10.3, with the Employer in defense of the action or actions or claims.

ARTICLE 11 – SENIORITY

Section 11.1 Definition of Seniority

As used throughout this Agreement, unless otherwise expressly stated the term “seniority” shall refer to the number of years of service from a Firefighter’s original date of hire. “Rank seniority” shall be defined as time served in a fire and police commission promotional rank. In cases where Firefighters have the same dates of hire or promotion, placement on the respective hiring or promotional eligibility list shall be used to break ties.

Section 11.2 Probationary-Period

Probationary periods in the Department shall be limited to a probationary period of one (1) year from the date of hire for newly hired full-time sworn firefighters.

Section 11.3 Position Assignments

In instances where two or more Firefighters have substantially the same qualifications, seniority shall prevail for a position for assignment. In the case of competitive testing for a position or assignment administered within the Department, seniority shall be used to break all ties.

Firefighters shall comply with all Department policies regarding scheduling, including Department Policy 100.11.

Section 11.4 Seniority Interruption

Seniority accumulation shall be interrupted where a Firefighter is laid off due to reduction in force or accepts a leave of absence without pay (other than maternity leave) as set forth in the Agreement.

Section 11.5 Seniority Termination

Seniority shall be terminated when:

- (a) A Firefighter resigns or retires; and
- (b) A Firefighter is discharged for just cause.

ARTICLE 12 – UNION BUSINESS

Section 12.1 Union Activity during Working Hours

Firefighters shall, after giving appropriate notice to the Chief, be allowed reasonable time off with pay during the working hours to attend grievance hearings, labor/management meetings, committee meetings and activities if such committees or

activities have been established by the Employer and if such Firefighters are required to attend such meetings by virtue of being Union representatives. This only applies to one (1) on-duty personnel, in the event the individual is off-duty, there shall be no compensation. The Local shall be allowed to pay, from its own funds, a set dollar amount to a bargaining unit member(s) in order to have said bargaining unit member(s) work for a member of the Local Executive Board or Local Steward to attend IAFF-AFFI Conferences, Conventions, Seminars and Events. This shall be accomplished at no cost to the Employer and any bargaining unit member paid by the Local to work shall be qualified to work in the position of the person he is working for. The Local shall provide a calendar of events Executive Board Members wish to attend at the beginning of the calendar year, once the calendar is available.

Section 12.2 Access to Premises by Union Representatives

The Employer agrees that Union staff representatives shall have reasonable access to the premises of the Village Fire Department so long as they give notice and purpose for such visit to the Chief or his designee and provided that such visits do not interfere with normal operations. Said notice must be made within three (3) working days prior to said visit. Such visitations shall be for the reason, of the administration of the Agreement. Nothing contained herein shall be construed as authorizing or permitting the convening of a Union caucus or meeting on Employer time to consider a matter which can reasonably be discussed by the Firefighters on non-work time.

ARTICLE 13 – SAFETY ISSUES

Section 13.1 Safety Committees

The Chief, in his discretion, may attend or appoint a designee(s) to represent him in meetings with the Union to discuss safety issues.

The Designee(s) of the Chief shall meet a minimum of once a month with the Union members of the Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues, which will be submitted in writing to the Chief by the Union.

Any report or recommendation which may be prepared by the Union or Designee(s) of the Chief as a direct result of these meetings will be in writing and copies submitted to the Chief and the President of the Union. In the event the Chief is not present at the safety meeting, he shall acknowledge, in writing, receipt of any report or recommendation.

Section 13.2 Disabling Defects

No Firefighter shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the Firefighter will immediately notify his supervisor in writing, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, and the continued operation of said vehicle except in extenuating circumstances which prevents such immediate action. In such extenuating circumstances, the Firefighter will immediately communicate the defect to his supervisor orally and will proceed with the process immediately upon the ending of the extenuating circumstance.

The Employer shall take all reasonable steps to protect Firefighters from the use of disabling defective equipment during their work hours and in the performance of their duties.

ARTICLE 14 – BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

ARTICLE 15 – BILL OF RIGHTS

Section 15.1 Investigations and Interrogations

Whenever a Firefighter is under investigation or subjected to interrogation by the Fire Department, he shall be entitled to those rights set out in 50 ILCS 725/1, *et seq.*

Section 15.2 Punitive Measures

If the Investigation or interrogation of a Firefighter results in the recommendation of some action, such as dismissal or suspension or similar action which would be considered a punitive measure, before taking such action, the Employer shall follow the procedures set forth in 65 ILCS 5/10-2.1-17.

If the investigation or interrogation of a Firefighter results in recommendation of some action, such as dismissal or suspension of longer than forty (40) hours or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in Illinois Compiled Statute, Ch. 50, ILCS 725/1, *et seq.* In the event that a Firefighter covered by this Agreement is suspended for more than five days, or is discharged, the Firefighter shall have the option of proceeding before the Board of Fire and Police Commissioners or an impartial arbitrator selected pursuant to the grievance procedure in Article VII. The Firefighter must elect, in writing

and at the time the Firefighter is notified of the contemplated suspension or dismissal, whether the Firefighter wishes to proceed before the Board of Fire and Police Commissioners or an arbitrator. If the Firefighter elects to proceed before an impartial arbitrator, the election waives any and all rights the Firefighter may have to proceed before the Board of Fire and Police Commissioners. If the Firefighter elects to proceed before the Board of Fire and Police Commissioners, charges will be filed and the case will proceed according to the Rules and Regulations of the Board of Fire and Police Commissioners and applicable law, and the election waives any and all right the firefighter may have to proceed before an impartial arbitrator. In no case will a Firefighter be allowed to proceed before both an arbitrator and the Board of Fire and Police Commissioners with respect to the same matter.

Additionally, disciplinary actions by the Employer shall be for reasons based upon the Firefighter's failure to fulfill responsibilities as a Firefighter. Any disciplinary action shall normally be of a progressive nature. Where the Employer believes that just cause exists to institute any sort of disciplinary action, depending on the severity and nature of the offense, the Employer shall normally follow the procedural steps as outlined below:

Oral Reprimand
Written Reprimand
Suspension
Discharge

Section 15.3 Personnel Files

Firefighters' personnel files will be reviewed and cleared of all reprimands over three (3) years old. The Firefighters' personnel files will be reviewed at the annual evaluation as described in Section 15.4 and such review and clearance of reprimands will be performed, if applicable, at the time of the evaluation.

Section 15.4 Annual Evaluation

Effective January 1, 2015, and each January thereafter, each Firefighter will meet with the Fire Chief or the Fire Chief's designee, for an annual evaluation regarding the performance of the Firefighter and a review of the Firefighter's personnel file.

ARTICLE 16 – LEAVES OF ABSENCE

Section 16.1 Bereavement Leave/Death in Family

The Employer agrees to provide to the Firefighters leave without loss of pay as a result of death in the family, as defined in Section 16.2. A maximum of two (2) work days off would be allowed when proven necessary by the circumstances (i.e. travel to an out of town location, the death occurring on the Firefighters shift, etc.), provided that the first work day off would be with pay and if a second day is taken, it will be with pay in the discretion of the Chief and consistent with the Office of the Chief Directive D-35 as revised

April 19, 2004. In addition, a Firefighter may swap a day or use assigned time off (ADO) or vacation time, provided that the Firefighter obtains prior approval from the Chief or the Chief's designee. Any time required other than which is allowed above is the responsibility of the Firefighter.

Section 16.2 Definition of Family

A member of the immediate family shall be defined to be any Firefighter's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or grandchild.

Section 16.3 Military Leave

Military leave shall be granted in accordance with applicable state and federal law.

Section 16.4 Jury Leave

Firefighters who are required to serve on a jury shall sign their jury duty checks over to the Employer. The Employer shall compensate such Firefighters, at their regular rate of pay, for each day actually spent on jury duty provided the Firefighter was scheduled to work that day. Firefighters shall report to work during any part of their duty shift when they are not required to be in court for jury duty.

Section 16.5 Maternity Leave/ Paternity Leave

A leave of absence shall be granted for maternity leave upon written request. Such request must set forth the date that leave is to begin, as soon as that can be determined by the Firefighter and the Firefighter's physician. Upon receiving the physician's report, if same restricts the Firefighter's activities, the Employer shall transfer the Firefighter to a suitable position, to eliminate possible injury to the Firefighter and the child. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release to work from the Firefighter's physician. Firefighters shall return to work on or before sixty (60) days after delivery unless there is a demonstrated need for additional leave. Maternity leave shall be governed by applicable law.

The Village shall comply with the Illinois Human Rights Act, 775 ILCS 5/2-102, with respect to providing pregnant firefighters with a temporary transfer to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, where the transfer can be reasonably accommodated.

Such request must set forth the date that leave is to begin, as soon as that can be determined by the firefighter and the firefighter's physician. For paternity leave a bargaining unit member shall be granted one (1) shift day of leave beginning with the first shift after the birth of the bargaining unit member's child. In the event the bargaining unit member's spouse goes into labor while the member is on duty, the member will be allowed

to leave shift immediately. If a second duty day is needed it will be with pay in the discretion of the Chief.

Firefighters shall comply with all Department policies regarding leaves of absences, sick leave, and/or maternity leave, including Fire Department Policy 300.13.

Section 16.6 Injury Leave

A Firefighter who sustains injuries or illness arising out of or in the course of his employment shall be covered by and be subject to the provisions of 5 ILCS 345/1, *et seq.* It is further agreed:

- (a) Firefighters on injury shall be required to return to work on a light duty status.
- (b) The Employer reserves the right to direct the Firefighter to submit to medical evaluation to determine the extent of any disability or work restrictions, so as to facilitate return to work. In the event a Firefighter does not agree with the medical evaluation of the Employer, the Firefighter may submit a medical evaluation by the Firefighter's medical expert. In case of a disagreement of the opinion, the disagreement shall be resolved under appropriate sections of the Worker's Compensation Act of the State of Illinois.
- (c) The Employer agrees to make such light duty assignments available to all Firefighters in the Department on an equally fair basis, without regard to rank, but solely on the basis of ability to perform.
- (d) In the event light duty is assigned to a Firefighter, it shall be performed on Monday through Friday during the hours of 7:30 a.m. to 3:30 p.m. Consistent with Directive D-61, the light duty assignment shall begin with the Firefighter's next scheduled day for duty.
- (e) The firefighter shall comply with all Department policies regarding injury leave.

Section 16.7 Worker's Compensation

Firefighters who sustain an on-the-job (work-related) illness, injury or disability shall be granted, if necessary, up to one year of injury leave at full pay and with full accrual of benefits to the extent required by law. While on injury leave, the Firefighter agrees to take all necessary steps to eliminate temporary total disability payments while on light duty, or, if that is not possible, to sign over or otherwise return to the Employer all temporary total disability (T.T.D.) payments from workers' compensation insurance.

Section 16.8 Outside Employment Injury

A Firefighter shall not be eligible to use sick leave for an illness or disability incurred in conjunction with outside employment which is covered by Worker's Compensation. Firefighters shall comply with all Department policies regarding illness/injury, including Fire Department Policy 300.20.

Section 16.9 No Pyramiding

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

ARTICLE 17 – PROBATIONARY FIREFIGHTERS

Section 17.1 Definition

Probationary firefighters are sworn firefighters with less than one year of continuous service in the employ of the Village of Broadview Fire Department ("Probationary Firefighters"). Firefighters who have completed all requirements/training as set forth in the Fire Department Probationary Manual within one (1) year shall be considered full members of the bargaining unit.

Section 17.2 Members of the Bargaining Unit

For the purposes of this Agreement, Probationary Firefighters are not deemed to be members of the bargaining unit but, subject to the limitations set out in this Article and as otherwise specified in this Agreement, shall enjoy the rights and privileges of non-probationary Firefighters.

Notwithstanding any other provision of this Agreement, any oral reprimand, written reprimand, suspension or discharge of any Probationary Firefighter for any reason shall not be subject of a hearing before the Board of Fire and Police Commissioners or arbitrator, or part of the Grievance Procedure provided for herein.

ARTICLE 18 – REDUCTION OF FORCE – REINSTATEMENT

Where there is an impending layoff with respect to the firefighters in the bargaining unit, the provisions of the Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18 shall be applicable.

ARTICLE 19 – ECONOMIC BENEFITS AND WORK PRACTICES

Section 19.1 Economic Benefits and Work Practices

All economic benefits (i.e., forms of pay, paid time off and fringe benefits), which have been conferred upon Firefighters by the Employer in the past as a matter of practice rather than by express provisions of this or any predecessor collective bargaining agreement, and non-economic work practices (defined as established practices which are known to exist by official at the highest levels of both parties, and which have been applied in a clear and consistent manner so as to give rise to an inference of mutual, agreement) which are not set forth in this Agreement and are currently in effect, shall continue and remain in effect for the term of this Agreement. No past practice, economic or non-economic, however, shall be construed so as to supersede or alter the plain meaning of the express provision of this Agreement, nor shall this Article be deemed to restrict management rights as outlined in Article V of this Agreement.

ARTICLE 20 – HOLIDAYS AND VACATION

Section 20.1 Holidays Listed

Firefighters shall receive a total of ten (10) paid holidays per year to be paid as follows. Payment of all holidays shall be made the last payday of November of the calendar year on a separate check from the Firefighter's regular earned wages for the paid holidays listed below:

- | | |
|---------------------------|----------------------------------|
| a. New Year's Day | b. Martin Luther King's Birthday |
| c. President's Day | d. Memorial Day |
| e. Independence Day | f. Labor Day |
| g. Veteran's Day | h. Thanksgiving Day |
| i. Day after Thanksgiving | j. Christmas Day |

Section 20.2 Worked Holiday Pay

When a Firefighter works on one of the listed holidays from 00:00 midnight to 07:30 hours, the Firefighter shall also receive four (4) hours of pay per period.

When a Firefighter works on one of the listed holidays from 07:30 hours to 00:00 midnight, the Firefighter shall also receive an additional eight (8) hours of pay per pay period.

Section 20.3 Annual Vacation

Firefighters shall receive annual vacation in accordance with the annual vacation schedule as posted. Scheduling of the day shall not require the Employer to hire any replacement Firefighter. The schedule shall be posted sixty (60) days prior to the beginning of the next calendar year.

See Appendix “A” attached hereto for specifications.

Section 20.4 Vacation Pay

Vacations shall be paid in accordance with existing Employer policy.

Section 20.5 Denial of Vacation Request

A vacation request may be denied at the discretion of the Chief in time of civil crisis, national disaster or civil emergency.

ARTICLE 21 – SICK LEAVE

Section 21.1 General

It is understood by and between the parties that sick leave is only to be used in the event of an illness or off-duty injury which causes a Firefighter to be unable to perform the functions and duties of his position. A Firefighter sustaining an illness or off-duty injury shall be obligated to secure all reasonably necessary medical treatment to insure complete and speedy recovery. The provisions of the Family and Medical Leave Act of 1993 shall apply to this Article.

Firefighters shall comply with all Department policies regarding illness/injury, and/or sick leave, including Fire Department Policy 300.20.

Section 21.2 Reporting

A Firefighter who finds it necessary to be absent from work for any medical reason shall contact their supervisor no earlier than 1930 hours the night before their shift.

If the Firefighter’s supervisor is not available, the Firefighter shall leave his/her telephone number at the work location, and the supervisor will respond at the first opportunity.

Section 21.3 Examination

Anytime a Firefighter requests sick leave, the Employer shall have the right to require said firefighter to be examined by a physician of any qualified Facility, or such other similar facility, and at the Employer's expense. If a Firefighter refuses to submit to a medical examination or evaluation, the Firefighter will not receive sick pay, and can be subject to disciplinary action. The Employer reserves the right in its sole discretion to replace Concentra with another provider, provided such provider has healthcare facilities in similar geographic locations as the initial qualified facility.

Based on the examination or evaluation, the examining physician shall determine whether the physical condition of the Firefighter is such that the Firefighter is unable to perform the functions and duties of the Firefighter's position. In the event the examining physician concludes that the Firefighter is unable to perform the duties, and is unfit for duty, the physician shall so indicate in writing and shall indicate a date on which the Firefighter can be expected to return to duty with or without limitations.

If the examining physician determines that the Firefighter is fit for duty, he shall so indicate in writing and shall specify whether there is any limitation on the Firefighter's return to duty. Failure to report for duty shall be grounds for disciplinary action including suspension and discharge.

If the Firefighter is hospitalized or house-confined because of a serious illness or injury, medical evidence of the disability shall be provided to the Firefighter's supervisor as soon as possible.

There shall be no refund of vacation time if an illness or injury occurs while the Firefighter is on vacation.

If there is a discrepancy in the opinions of the Firefighter's physician and the Employer's appointed physician, a third physician mutually agreed upon by the Firefighter and the Employer will be used.

Section 21.4 Sick Leave Compensation

The Sick Leave Compensation Plan is attached hereto as Appendix B.

Section 21.5 Compensation

Compensation during the sick leave benefit period shall be at the regular rate of pay for Firefighters as established by the Board of Trustees.

Section 21.6 Reduced Benefits

If the Firefighter should qualify for occupational or non-occupational disability benefits under Federal or State statutes, rules or regulations, the Firefighter's sick leave compensation will be reduced by any benefits received as pay.

Section 21.7 Maintenance of Employee Benefits

Employee benefits shall not cease for a Firefighter deriving sick leave compensation under this plan.

Section 21.8 Requirements

It is the Firefighter's responsibility to: a) promptly notify the Chief of his disability; b) obtain adequate medical treatment to speed recovery; and c) provide satisfactory proof of disability and submit such return to work clearance as required.

Fire Department personnel on the three platoon system who are disabled for two (2) consecutive work days and all other personnel of the Employer who are disabled for three (3) consecutive work days shall be required to furnish the Chief with written evidence from a physician stating: a) the Firefighter is or was disabled; b) the nature of the illness, injury or disability; and c) when, if known, the Firefighter will be capable of returning to work and in what capacity; i.e., regular or restricted duty.

At any time during the period for which sick leave is paid, the Employer may order, at Employer's expense, by a doctor of its choice, a physician or medical examination of the Firefighter to determine the degree of illness, injury or disability.

Section 21.9 Loss of Eligibility

If the Firefighter is absent without leave or under disciplinary action, he or she shall not be eligible for sick leave benefits until returning to work.

Section 21.10 Disqualification

Firefighters shall be disqualified for sick leave benefits for any of the following:

(a) Medical Treatment: Failure to take adequate steps to expedite recovery, refusal to submit to medical examination as may be required by the Employer, or refusal to authorize disclosure of information by any physician to the Firefighter's condition.

(b) Avoidable Disability: Disability resulting from an unlawful act and/or violation of Employer or individual department rules or regulations.

(c) Other Employment: Disability arising while Firefighters are engaged in personal activities for profit, or while working for another employer. During any period of disability, the Firefighter shall not be employed in any manner with or without monetary compensation, nor shall any Firefighter physically operate any business owned by the Firefighter.

Any Firefighter who is employed in violation of Article 31 is disqualified from Sick Leave Compensation from the time such employment begins within the disability period.

Section 21.11 Sickness in Family

To the extent permitted by the Employee Sick Leave Act, 820 ILCS191/1 *et seq*, employees may use their personal sick leave benefits for illness, injuries, or medical appointments of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary. An employee's use of sick leave under the Sick Leave Act is limited to the amount of personal sick leave that the employee accrues under this Agreement during a six (6) month period. Employees may not use sick leave before it is earned.

If an employee used sick leave due to the illness, injury, or medical appointment of a relative included in the Sick Leave Act, the Village reserves the right to require the employee to furnish a physician's statement confirming the relative ill, injured, or had a medical appointment, and that the employee's attendance was necessary, but only under the same circumstances for which the Village could require such a statement if the absence had been for the employee's own illness, injury, or medical appointment.

ARTICLE 22 – INSURANCE

Section 22.1 Health Insurance

- (a) The parties agree that the current medical plan options and plan design shall remain in effect through April 30, 2015. Effective with the date of ratification of this agreement, the health insurance plan design to take effect on May1, 2015 and on each subsequent May 1 thereafter shall be determined through the process set forth in Section 22.1.
- (b) As the parties desire to maintain health care costs and keep those costs under control, at the sole discretion of the Employer, the Employer may modify, change or alter insurance carriers and shall also have the right to change medical plan design and/or type for subsequent years so that it is consistent with the current medical plans or such other modified Health Retirement Account or Health Savings Account or other plan, provided that the Firefighters obligation is substantially similar to the Firefighters' obligation in the current medical insurance plan or the medical plan as modified pursuant to this Article.

- (c) A Medical Insurance Committee (Committee) shall be established as follows:
1. The Committee shall consist of nine (9) members which shall include the Fire Chief or his designee and the Police Chief or his designee; two (2) members from the Fire Department; two (2) members of the Police Department, the Village President or his Designee, and two employees from the Village non-union workforce chosen by the Village President.
 2. The Committee shall be tasked with reviewing medical insurance plan design options and related premium rates procured from the Village insurance broker or other medical insurance providers. Any committee member may recommend an insurance provider or medical insurance plan for consideration.
 3. The review process shall commence with a meeting in September of each year for the purpose organizing the process and scheduling Committee meetings for October through December. There shall be no fewer than two meetings during each of those months.
 4. During the review process, plan design issues and the resultant effect on the Village's medical insurance premium costs shall be fully analyzed. The Village insurance broker will be available during this period to answer questions and provide additional information as needed. The Committee shall narrow down the plan design/premium options to at least two choices by the end of December.
 5. During the first week of January, the Committee shall vote on the plan design/premium options to determine which option to present for recommendation to the Village Board of Trustees ("Board"). The recommendation shall be determined by majority vote of the Committee.
 6. The Committee recommendation shall be made to the Board immediately after the vote.
 7. Knowing that there can be differences of opinion, the Firefighters will agree to be bound by the determination of the Committee.
 8. The Board shall give full consideration to the Committee recommendation as well as its fiscal impact on the Village budget. The Board shall either accept the recommendation or choose another option. The new insurance plan design and premium rate chosen by the Board shall go into effect on May 1.
 9. A Committee member shall have the right to attend a Committee meeting if they are scheduled to work the day of the meeting, except if an emergency situation, as determined at the Chief's discretion, precludes the attendance.

A Committee member who attends a Committee meeting on a day that the Committee member is not on duty, shall do so voluntarily and will not receive compensation for the attendance at the Committee Meeting.

- (d) If the Board decides to implement medical insurance benefits different than those recommended by the Committee, and that decision is grieved by the Union, the Village shall consult the Union and attempt to resolve the issue voluntarily. If the Parties cannot resolve the dispute, the Union shall have the right to arbitrate pursuant to Article 8 of this Agreement the issue of whether the medical insurance benefits chosen by the Board are substantially similar to the current medical insurance plan or as modified pursuant to this Article.
- (e) Upon receipt by the Employer of the summary plan description, each enrollee shall be provided with a copy of the same for the relevant enrollment period (which renews annually). Notwithstanding the process set forth in part c above, the Employer reserves the right to change insurance carriers.

Section 22.2 Life Insurance

The Employer shall continue to provide a Life Insurance Policy in the amount of \$25,000.00 per Firefighter. Additionally, the policy shall provide double indemnification, in the event the Firefighter dies under accidental circumstances or in the course of employment.

Section 22.3 Firefighter Contributions

There will be twenty four (24) pay period per year. Employee medical insurance premium contributions shall be deducted during each pay period throughout the term of the Agreement on a pre-tax basis. Effective the date of execution of this agreement through the duration of this agreement, employees participating in the Village insurance program shall pay a contribution of twelve and a half percent (12.5%) of the annual premium amount for the Employee's chosen plan deducted in equal installments over the 24 pay periods.

Section 22.4 Insurance upon Retirement

Firefighters who have retired from the fire department and have met all requirements shall continue to receive from the Employer \$267.00 per month towards the cost of Employer provided health insurance.

All Firefighters on the payroll as of June 1, 2007, or who have been recalled, and who retire from the Fire Department and have met all requirements shall continue to receive from the Employer \$267.00 per month towards the cost of health insurance until such Firefighter either leaves the Employer's insurance plan or becomes eligible to receive *Medicare*.

All Firefighters hired after January 1, 2007, shall not be entitled to receive the \$267 per month insurance upon retirement benefit.

ARTICLE 23 – INCENTIVES

Section 23.1 Associate Degree

Firefighters with more than four years of service who possess an Associate's Degree in the fields of Fire Prevention, Fire Science, Auto Mechanics, or Computer Science shall receive a \$500.00 one-time stipend.

Section 23.2 Bachelor Degree

Firefighters with more than four years of service who possess a Bachelor's Degree in the fields of Fire Prevention, Fire Science, Public Administration or Computer Science shall receive an \$800.00 one-time stipend.

Section 23.3 No Multiple Incentives

In no event shall a Firefighter receive two education incentives at the same time.

Section 23.4 Department Mechanic

Commencing May 1, 2017, a Firefighter who is also a mechanic and who maintains the Fire Department vehicles shall receive a stipend of five percent (5%) of the bargaining unit member's base salary, not including any stipends.

Section 23.5 EMS Coordinator

The EMS Coordinator shall receive an annual stipend of \$1000.00 for the period of May 1, 2017 through April 30, 2018; \$1500.00 for the period of May 1, 2018 through April 30, 2019; \$2000.00 for the period of May 1, 2019 through April 30, 2020. The stipend shall not be added to base wages and shall be payable in one lump sum at the end of November. The Fire Chief shall have sole discretion as to whether an EMS coordinator will be appointed for any given fiscal year and the sole discretion as to the selection of the employee who will serve in that capacity. The Fire Chief shall have the sole discretion to select or change to an EMS coordinator from firefighters who are outside of the bargaining unit.

Section 23.6 Explorer Coordinator

The Explorer Coordinator shall receive an annual stipend of \$1000.00 for the period of May 1, 2018 through April 30, 2019; \$1500.00 for the period of May 1, 2019 through April 30, 2020. The stipend shall not be added to base wages and shall be payable in one lump sum at the end of November.

ARTICLE 24 – TUITION REIMBURSEMENT

Section 24.1 Reimbursement

Firefighters shall receive tuition reimbursement for attending courses for attending courses at a community or junior college accredited by the State of Illinois. Firefighters shall obtain the approval from the Fire Chief prior to attending the school. Tuition shall be reimbursed at the rate of 100% if the Firefighter passes the course. Courses shall be limited to the following fields: Fire Prevention, Fire Science, Emergency Management, Emergency Medical Services, or Computer Science.

Section 24.2 Limitations

No tuition reimbursement shall be paid after the Firefighter receives an Associate's Degree.

Section 24.3 Assistance

The Chief will assist members with applying for a scholarship for tuition and books through the Illinois Fire Chiefs Education Foundation or Division 20. The Chief will make available all information pertaining to these scholarships but the Employer shall not be responsible for any other costs or expenses related to furnishing said information.

ARTICLE 25 – WAGES

Section 25.1 Wages

		2.00%	2.25%	2.25%
		5/1/2017	5/1/2018	5/1/2019
Firefighter Only		\$83,039.50	\$84,907.89	\$86,818.32
Firefighter/Paramedic		\$86,153.49	\$88,091.94	\$90,074.01
hired before 4/30/13				
Firefighter/Paramedic	Probationary	\$47,475.47	\$48,543.66	\$49,635.90
hired after 5/1/13	Complete 1 Year	\$51,653.32	\$52,815.51	\$54,003.86
	Complete 2 Year	\$56,250.47	\$57,516.10	\$58,810.21
	Complete 3 Year	\$61,256.75	\$62,635.02	\$64,044.31
	Complete 4 Year	\$66,708.60	\$68,209.54	\$69,744.26
	Complete 5 Year	\$72,645.66	\$74,280.19	\$75,951.49
	Complete 6 Year	\$79,111.12	\$80,891.12	\$82,711.17
	Complete 7 Year	\$86,153.49	\$88,091.94	\$90,074.01

Wage increases shall be retroactive for all current members and those who retired after the current CBA expired and prior to the execution of the successor CBA. Firefighters who resigned or were terminated shall not receive retroactive pay.

The Employer agrees pay all retroactive wages and stipends within 30 days of ratification of this contract.

Section 25.2 Longevity Pay

Bargaining unit members shall receive longevity pay added to their base wages, not including any stipends, based on the scale below:

After completion of 15 years of service, the member shall receive a one-time longevity increase of 0.25% add to their base wages;

After completion 20 years of service, the member shall receive a one-time longevity increase of 0.50% added to their base wages.

After completion of 25 years of service, the member shall receive a one-time longevity increase of 0.75% added to their base wages.

ARTICLE 26 – WORK SCHEDULE AND OVERTIME

Section 26.1 Assigned Days Off

All Firefighters covered by this Agreement are scheduled to work 192 hours per 27 day work period. Firefighters, except those performing the duties of a floater as defined in Section 2.3 of this Agreement, shall be granted an assigned day off (ADO”) every ninth (9th) duty shift off without pay to bring the total hours worked to this level. Firefighters shall be assigned to regular platoon duty shifts. Regular platoons shall be defined, for purposes of this agreement, as twenty-four (24) consecutive hours on duty starting 7:30 a.m. and ending the following day at 7:30 a.m., followed by forty-eight (48) consecutive hours off duty.

Section 26.2 Working in Excess of 192 Hours

Firefighters shall be paid one and one-half (1-1/2) times their normal straight-time hourly rate of pay for all authorized, scheduled, unscheduled and required time of work in excess of 192 hours during any assigned 27 day work period.

Section 26.3 Sick Calls Resulting in Less than Minimum Manpower

In the event that a Firefighter on an upcoming shift calls in sick and the shift will have less than minimum manpower as established by the Chief and a Firefighter must be hired, Section 26.8 shall be followed.

Section 26.4 Time Worked Not to Include Sick and Vacation Time

For the purpose of the Article, time worked shall not include periods of time which are compensated for but not worked under the leave of absence provision of this Agreement, including but not limited to sick and vacation leave provisions.

Section 26.5 Assigned Duties and Drills, Lunch Break and Uniforms

Routine duties and drills on a normal day other than Sundays and holidays (New Year's Day, Memorial Day, Independence Day-July 4, Labor Day, Thanksgiving Day and Christmas Day) will be performed from 7:30a.m. to 3:30p.m. Except for two mandated night drills per year, drills shall commence no later than 2:00p.m., unless an emergency call intervenes. Drills that may not be completed by 4:00p.m. due to an emergency call may be extended until completion of the drill. The work day (7:30a.m. to 3:30 p.m.) shall include a thirty (30) minute morning break normally at 9:30 a.m. and a lunch break of one hour (normally at noon). In the event the morning break is interrupted by an emergency call, the time will not be made up upon return. In the event the lunch break is interrupted by an emergency call for service, the lost time will be permitted immediately after the emergency is concluded, all paperwork is processed, the Firefighter returns from the call, and the officer in charge is notified but is limited to thirty (30) minutes upon return. Notwithstanding the foregoing, if the Firefighter has not started the lunch break, the Firefighter will be entitled to the full one hour lunch break upon return. After 3:30 p.m., a Firefighter will be allowed to wear the Department issued tee-shirts and workout gear in and around the station. The daily uniform shall consist of the department approved tee-shirts, pants, and hats (baseball or knit), provided that the tee-shirts and hats are in good condition (no holes or stains). Uniforms for special events or public education/ relations details shall consist of either the Class B uniform, or the red Department Polo. The shift shall be uniformly dressed for such events.

Section 26.6 Emergency Call Back Time

Emergency Call Back Time shall be defined as that time in which a non-duty Firefighter or mechanic is called to duty by the Employer. In the case of an Emergency Call Back, all Firefighters and mechanics called back and that comply with this paragraph, shall receive a minimum of two hours additional pay at the rate of one and one-half (1 ½) of their regular rate of pay and shall be paid no later than the next regularly scheduled overtime pay period following the Emergency Call Back. The Firefighter or mechanic shall only be credited with Emergency Call Back Time if the Firefighter or Mechanic checks in with the fire department via the electronic application (or any electronic application or

software used by the Village for staffing purposes) within 30 minutes of the call being made by the Employer and if the Firefighter arrives at the fire station within one hour of receiving the call.

In the event the engine is out of town and committed, a total of three (3) Firefighters and one (1) Officer is required. An Officer will have five (5) minutes to respond via the electronic application. If an Officer does not respond within the allotted time, a fourth (4th) Firefighter will be allowed to respond so as to have a full engine company. The most qualified by certification firefighter will act as the Officer, then seniority second. If the ambulance is committed to an MCI or fire, two (2) paramedics are required. If an in-town fire has occurred, one (1) Officer and five (5) Firefighter/Paramedics are required. If a MABAS vehicle is requested that is in the Village's possession, and the Department is at minimum manning, one (1) Firefighter/Paramedic will be requested. The first to check in via the electronic application (or any application or software used by the village for staffing purposes) who are needed to meet manning will be paid. If at any time an apparatus is returned before arriving off duty, the bargaining unit member will be paid one (1) hour of overtime, not two (2).

During the hours of 0730-1530 Monday thru Friday, in the event there is an emergency call back, and there are bargaining unit members performing 7g work (defined under 7g definition), those members will count toward the number of required members needed to respond. In which case those members will be switched from the 7g rate of pay to their regular overtime rate.

Section 26.7 No Holdover if Minimum Manning Requirements are Met

If the positional minimum manning and medic requirements are met at the beginning of roll call, and no emergency situation exists as determined by the officer in charge, a Firefighter leaving duty will not be required to be held over.

Section 26.8 Overtime

In the event there is a shortage in manpower, the Broadview Firefighters collective bargaining unit will have two separate lists to fill that vacancy. These two lists will be kept in the officer's cabinet in a binder designated for only these two lists. One list will be for electively filling an open overtime shift. This list will be in the form of a large grid with all firefighters listed in the left column from highest seniority at the top and lowest seniority at the bottom. Once management releases a "Sleeper list" in other words, vacancy spots in manpower, the firefighter with most seniority and least amount of accumulated hours worked will have the opportunity to select the shift he/she wants to work. Shift stewards will contact that firefighter that is next up via mobile phone. If they do not answer initially a voicemail should be left explaining they are "next up on the overtime list". They have an hour to make contact back to the fire department or the individual that initially contacted firefighter. After the hour from initial contact the shift steward should move on to the next name eligible to select a vacant shift.

When an overtime shift is selected the steward will write in pen the date and hours to be worked in the top third of the box and then add the total cumulative elective hours worked in large print in the remaining lower two thirds of the box. The steward will work from left to right working downward in seniority depending on total elective hours worked. In the event of the same amount hours worked is the same seniority prevails.

The second list will be the “stuck list” or forced to work beyond our normal scheduled shift days. This list will effectively fill any vacancy in manpower when no firefighter electively chooses the shift. A “force back” will be defined as any vacancy requiring manpower because of a shortage with less than 24 hours’ notice. This list will have the least amount of seniority at the top and most seniority at the bottom. Shift stewards will work left to right working downward with the least amount of hours “forced back” next up. In the same manner in the “sleeper list” the date and hours worked will be the top third and total hours forced in larger print in the lower two thirds. In the event a forced back firefighter finds another firefighter to electively work for them, the stuck firefighter will get credited the hours he/she worked. The firefighter will add their hours worked to the force back, “stuck list”.

In the event a new firefighter is employed he will start on each list with the lowest accumulate hours for each respective list, i.e. Lowest in seniority has 9 hours of elective hours worked, the employed firefighter will be added to the list with 9 hours.

Section 26.9 7g Definition

The 7g program will run Monday thru Friday from 0730 to 1530 hours. Unit members may voluntarily sign up to perform inspections, preplans, hydrant flushing/testing, and their personal specialty work. During those hours, the members signed up will not be required to do the work of the duty crew (ie, house work, inventories, drills, weekly’s, or monthly’s). The members will be allowed to exercise any time within the hours of 0730-1530. The program will not be run on any weekend or holiday listed in Section 20.1. The hourly rate for these shifts shall be \$20.00 per hour.

ARTICLE 27 – TRAINING COST REIMBURSEMENT

Section 27.1 Training Received Upon Hiring

Firefighters shall reimburse the Employer for training as set forth in **Appendix “C”** which is attached hereto and made a part of this Agreement.

Firefighters shall comply with all Department policies regarding schooling, including Fire Department Policy 300.18.

Section 27.2 Additional Training

In addition to any reimbursement which may be due under Section 27.1 above, a Firefighter shall reimburse the Employer for any training costs incurred by the Employer for sending the Firefighter for additional training needed to be a member of one of the Specialized Broadview Fire Department Teams if the Firefighter does not remain a member of the team in good standing for a minimum of four (4) years.

The Specialized Department and Division XX Teams currently include, but are not limited to, Hazardous Materials, Fire Investigation and Technical Rescue which includes High Angle, Confined Space, Structural Collapse, Trench and Swift Water.

Section 27.3 Costs

Costs to be reimbursed will include tuition paid for the Firefighter to attend class, any wages paid to the Firefighter while attending class, and any wages paid to relief personnel to allow the Firefighter to attend class, drills and team meetings. If a Firefighter/Paramedic misses a class or training due to an emergency, the Firefighter/Paramedic shall be responsible to contact the school/training facility to attempt to reschedule or receive a refund due to the emergency. If necessary, the bargaining unit member will provide proof of the emergency if requested.

Section 27.4 Participation

All firefighters will be allowed to participate on one of the Broadview Fire Department and Division 20 Teams. All new firefighters that have completed probation will be assigned to one of the Teams by the Chief or the Chief's designee. Firefighters will be expected to maintain participation to the level of standards set up by the Broadview Fire Department and Division 20 Teams, and must also be a member in good standing for a minimum of four (4) years, unless such minimum period is, in the sole discretion of the Chief or the Chief's designee, reduced to a shorter period of time. A member may be allowed to take a leave of absence from the team due to a change in life situation. In the event that a Division 20 Team drill is on a team member's duty day, the Department will hire back another member of the department at their overtime rate to allow the team member on duty to attend the drill. If a firefighter does not maintain good standing for four (4) years from the date of appointment to the Division 20 Team, as defined by that Team, the firefighter may be required to refund the village for classes and assigned personal equipment. The refund, if any, shall be prorated based on the time served on the team.

Section 27.5 Reimbursement

All Firefighters who do not meet those qualifications setup by the Department and the Division will be subject to the same terms of reimbursement as set forth in paragraphs 3, 4, and 5 of Appendix "C".

ARTICLE 28 – GENERAL PROVISIONS

Section 28.1 Authorized Visits

Authorized representatives of the International union shall be permitted to visit the Department during working hours to talk with Firefighters of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. The Union will provide three (3) days written notice to the Chief prior to any such meeting.

Section 28.2 Examination of Time Sheets and Other Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Firefighter whose pay is in dispute or any other records of the Firefighter pertaining to a specific grievance, at reasonable times with the Firefighter's consent.

Section 28.3 Replacement of Eyewear

The Employer agrees to repair or replace as necessary a Firefighter's eye glasses, contact lenses, and prescription sunglasses, if such are damaged or broken, during the course of the Firefighter's duties when the Firefighter is required to exert physical force or is attacked by another person. Such incidences are to be documented with an immediate supervisor.

Section 28.4 Inoculation and Immunization Shots

The Employer agrees to pay all expenses for inoculation or immunization shots for the Firefighter and for members of Firefighter's family when such becomes necessary as a result of said Firefighters exposure to contagious diseases where said firefighter has been exposed to said disease in the line of duty.

Section 28.5 Residency

There shall be no residency requirement as a term of continuing employment with the Employer.

Section 28.6 Switching Days

Switching of regular work days, vacation days, assigned days off ("ADOs"), and request for compensatory days shall be submitted in writing to the shift commander for signature a minimum of sixty-three (63) hours, or by 1600 hours (4:00 P.M.) one (1) shift day before the requested change. The request shall state the details and times of the switch. Requests shall be in writing on the form approved by the Chief, or upon posted notice by the Chief, or his designee. All written requests shall be approved by the Chief, or the

Chief's designee. One copy of the approved request shall be returned to the individual. No schedule changes will be allowed without prior approval of the Chief or his designee. No request under this Article shall be unreasonably denied.

Section 28.7 Fitness Program

Effective January 1, 2015, each Firefighter must participate in a mandatory fitness program as determined and designated by the Fire Chief or the Fire Chief's designee and which will require one hour per day of physical fitness.

Section 28.8 Personal Days

Effective January 1, 2015, each employee shall be entitled to two personal days per year. Scheduling rules regarding use of personal days shall be the same as the rules set forth for use of compensatory time in Article 29.

ARTICLE 29 – COMPENSATORY TIME

During each contract year commencing on May 1, 2013, a Firefighter shall have the option of accruing up to a maximum of one hundred twenty (120) hours of compensatory time at any one time in lieu of overtime pay. Compensatory time shall be scheduled by mutual agreement as long as it will not result in overtime or less than minimum manning requirements. All calculations shall be based on a fiscal year from May 1 to April 30 of the following year ("Fiscal Year").

- a. Compensatory time accrued during this contract in lieu of overtime payment may be accumulated up to a maximum of one hundred twenty (120) hours at any given time.
- b. Compensatory time shall be taken in segments of no less than one (1) hour but not more than twenty-four (24) hours; that is, not more than one (1) consecutive work day.
- c. Compensatory time shall be taken subject to availability and medics and manpower requirements of the Fire Department and will require a written request to and approval by the Chief. The Firefighter must declare in writing if the Firefighter is requesting overtime or compensatory time.
- d. A compensatory day may be requested by providing a minimum of sixty-three (63) hour notice, or by 1600 hours (4:00 P.M.) one (1) shift day notice before the requested date.

- e. Compensatory time not used as of the end of the fiscal year must, at that time be paid out in whole at the Firefighter's regular hourly rate except that the Firefighter may carry over 24 hours to the following Fiscal Year.
- f. Once compensatory time is scheduled, it cannot be cancelled even if it creates overtime.
- g. Emergency compensatory time can be approved at the Chief's or his designee's sole discretion.
- h. Compensatory time shall be accrued after 192 hours at time and one half of the normal hourly rate.

The firefighter shall comply with all Department policies regarding compensatory time, including but not limited to use of the Compensatory Time Request form.

ARTICLE 30 – SAVINGS CLAUSE

If any provision of the Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 31 – SECONDARY EMPLOYMENT

Members of the Union shall not be employed by employers other than the Employer, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Chief, approval which shall not be withheld unless such job will: (1) result in a conflict of interest or bring the Department into disrepute; (2) result in secondary work during a Firefighter's work shift; (3) involve the use of Employer equipment or supplies; or (4) infringe on their ability to do their job for the Employer. Firefighters seeking permission to: (1) perform secondary employment; or (2) change that employment, shall apply in writing to the Chief for approval on a form provided by the Employer and substantially similar to **Appendix "D"**.

Such application shall be approved or denied within a reasonable time. If secondary employment, including self-employment, has been approved or permitted by the Employer prior to the execution of the Agreement, and if it later appears that such secondary employment including self-employment, is resulting in activity which should not be approved if initially requested under this Agreement, prior approval for such secondary employment may be revoked, provided that the Firefighter involved shall receive at least fourteen (14) calendar days advance notice of such revocation.

See Appendix “E” attached hereto for Department standards and procedures.

ARTICLE 32 – PROMOTIONS

The parties agree to handle promotions according to the terms of the Fire Department Promotions Act, effective August 4, 2003, Public Act 93-0411. Notwithstanding the foregoing, the parties have entered into a Side Letter Agreement attached as Appendix “F” to this Agreement which sets forth the provisions that differ from and/or modify the requirements of the Fire Department Promotions Act.

ARTICLE 33 – DURATION

Section 33.1 Term of Agreement

This Agreement and its provisions shall be effective as of May 1, 2017 and shall remain in full force and effect until the 30th of April, 2020. It shall continue in effect from year to year thereafter unless Notice of Desire to Bargain is sent in accordance with this Article. Notices referred to herein shall be considered to have been given as of the date of receipt by the other party. Notices shall be delivered either personally or by certified mail, return receipt requested.

Section 33.2 Demand to Bargain

Should either party desire to enter into bargaining and negotiations as permitted by the Illinois Public Labor Relations Act, either may deliver to the other notice to that effect, not earlier than ninety (90) days, nor later than sixty (60) days prior to the expiration date set forth above. In the event that such Notice is delivered, negotiations between the parties shall commence within thirty (30) days of the receipt of the Notice, unless otherwise mutually agreed.

Section 33.3 Continuing Effect

Notwithstanding any provision of this Agreement, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse proceedings for a new or amended agreement or any part thereof, are under way between the parties.

Section 33.4 Duty to Bargain

The parties acknowledge their duty to bargain with each other as set forth in the Illinois Public Labor Relations Act. The parties agree to use the applicable impasse procedures set forth in 5 ILSCS 315/14 of the Act to resolve any impasses that might arise during any bargaining in which they might engage over the wages, hours, terms and conditions of employment of the bargaining unit members.

IN WITNESS THEREOF, the parties hereto have affixed their signatures below:

VILLAGE OF BROADVIEW

Broadview Professional Firefighters
Union IAFF/AFFI Local 5129

Village President

Dated: _____

Attest

Village Clerk

Dated: _____

Fire Chief

Dated: _____

Union President

Dated: _____

Broadview Firefighters'
Bargaining Committee

Dated: _____

Dated: _____

APPENDIX A	VACATION SPECIFICATIONS
APPENDIX B	SICK LEAVE POLICY
APPENDIX C	AGREEMENT FOR REIMBURSEMENT OF TRAINING
EXPENSES	
APPENDIX D	APPLICATION FOR SECONDARY EMPLOYMENT
APPENDIX E	STANDARDS AND PROCEDURES FOR SECONDARY
EMPLOYMENT	EMPLOYMENT APPLICATION FOR SECONDARY
APPENDIX F	SIDE LETTER OF AGREEMENT REGARDING THE FIRE
	DEPARTMENT PROMTIONS ACT
APPENDIX G	VEBA

APPENDIX A
VACATION SPECIFICATIONS

1. **SCOPE**

This specification covers:

The requirements for eligibility needed by all personnel.

Length of vacation.

Definition of work week for vacation purposes.

Information to be sent to the Comptroller's Office.

2. **DEFINITIONS**

- a. A Firefighter is any person who is shown on the payroll roster of the Comptroller's office as a full time regular Firefighter.
- b. Vacation shall be a period of time that the Village of Broadview shall permit a Firefighter to be free from duty and be compensated with salary
- c. Vacation period; vacation period of a week for purposes of definition shall consist of seven (7) days – Sunday through Saturday, inclusive regardless of how the individual or the department employed in, has working days or weeks.
- d. Compensation for vacation: Compensation for salary Firefighters shall be at the regular salary as established by the Board of Trustees. Compensation for hourly Firefighters shall be for forty (40) hours as established by the Board of Trustees. Vacation compensation is not to be paid in advance of vacation period.
- e. Length of Vacation period: Personnel shall be entitled to a vacation period as set forth in the following Schedule:

12 to 60 months (start of 2 nd year thru 5 th year) of continuous employment	2 weeks
Fire Department Duty Days per two (2) weeks	5 Duty Days
61 <u>months and over</u> to 120 months (start of 6 th year thru 10 th year) of continuous employment	3 weeks
Fire Department Duty Days per 3 weeks	8 Duty Days
121 to 180 months (start of 11 th year thru 15 th year) of continuous employment	4 weeks
Fire Department Duty Days per 4 weeks	10 Duty Days

181 to 240 months (start of 16 th year thru 20 th year) of continuous employment	5 weeks
Fire Department Duty Days per 5 weeks	12 Duty Days

Department Heads shall receive one (1) week additional over the above vacation allotment he or she is entitled to.

APPENDIX B

SICK LEAVE POLICY

3.12. Leave Policies – Sick Leave

The Village provides employees with paid sick time benefits subject to the following terms and usage. The sick leave policy set forth in this Section 3.12 (including all subsections) supersedes and replaces all prior and current sick leave policies, which shall be considered withdrawn and of no further force or effect.

3.12.1. Leave Policies – Sick Leave – Purpose

The purpose of the sick leave policy set forth in this Section 3.12 (including all subsections) is to (a) establish an accumulated sick leave bank for employees to provide an income replacement benefit in the event of a legitimate illness, injury or disability which causes the employee to be unable to report for work and (b) specify the manner in which it will be administrated.

3.12.2 Leave Policies – Sick Leave – Paid Sick Leave Accumulation and Deduction

Paid sick leave is earned on a monthly basis, effective with the first full month of employment, for a total of 96 hours per year for 40-Hour Employees and 120 hours per year for 50.3-Hour Employees (Firefighters/Line Officers). 40-Hour Employees will earn 1 day (8 hours) of paid sick leave for each full month of continuous service, commencing January 1, 2015. 50.3-Hour Employees (Firefighters/Line Officers) will earn 10 hours of paid sick leave for each full month of continuous service, commencing January 1, 2015. 40-Hour employees will have 8 hours deducted from their bank of accumulated paid sick leave hours for each day of paid sick leave taken. Firefighters/Line Officers will have 24 hours deducted from their bank of accumulated paid sick leave hours for each paid sick day used in their 27-day cycle.

Paid sick leave hours can only be accumulated or deducted in whole numbers. No accumulation or deduction of any fraction of an hour will occur. The smallest deduction for paid sick leave is one hour, even if the actual period of time that the employee is absent from work is less than one hour. The amount of paid sick leave to be deducted from an employee's bank of accumulated paid sick leave hours for any period of absence that is less than a full day will always be rounded up to the nearest hour.

Subject to the reduction of an employee's bank of accumulated paid sick leave hours for paid sick leave taken and the suspension of accruals for the reasons set forth in this policy, there shall be no limit on the amount of paid sick leave hours that an employee can accrue.

3.12.3. Leave Policies – Sick Leave – Suspension Of Accruals

Except for paid leave by an eligible employee that is covered under the Public Employee Disability Act (or "PEDA Leave"), additional paid sick leave hours cannot be earned during any period of Extended Sick Leave (as defined in Subsection 3.12.6). Sick leave

hours cannot be earned during any unpaid leave of absence, suspension without pay, workers' compensation leave, any period on pension disability pay, period in which the employee does not accept approved Light Duty, or leave during which pay benefits under any other Federal or State statute (other than PEDDA) that applies to job related injuries are received. An annual adjustment will be made in which hours will be deducted from each employee's bank of accumulated sick leave hours that are proportionate to the number of days of Extended Sick Leave, unpaid leave of absence, suspension without pay, workers' compensation leave, pension disability pay, period in which the employee does not accept approved Light Duty, or leave during which pay benefits are received under any other Federal or State statute that applies to job related injuries (other than PEDDA Leave) that is taken during the prior 12-month period: 2 hours for every five (5) days of sick leave taken in the case of 40-Hour Employees, and 2.5 hours for every five (5) days of sick leave taken in the case of 50.3-Hour Employees. For example, if a 40-Hour Employee takes ten (10) days of paid Extended Sick Leave that is not PEDDA Leave in any one (1) year, his or her bank of accumulated sick leave hours will be decreased by four (4) hours at the time that annual adjustments are made (in addition to the 80 hours of paid sick leave that would already have been deducted for the 10 days of sick leave taken). In the case of a payout of accumulated sick leave hours to a retiring Village employee, the aforementioned adjustment will be made at the time that the amount of such payout is calculated.

3.12.4. Leave Policies - Sick Leave – No Borrowing, Purchasing, Transferring Or Exchanging

Paid sick leave hours may not be used prior to being earned. Paid sick leave hours may not be borrowed against future anticipated accruals, either from an employee's own bank of accumulated paid sick leave hours, or any other employee's bank. Paid sick leave hours may not be transferred to any other employee, and may not be purchased, exchanged for vacation days, cashed in or exchanged for any other benefit. Vacation days may not be exchanged for paid sick leave hours.

3.12.5. Leave Policies – Sick Leave – Employee's Responsibilities

It is the employee's responsibility to work with his or her supervisor to schedule any requested period of paid sick leave for an expected or anticipated reason, such as a doctor's appointment, physical therapy, surgical procedure or dental appointment, as far in advance as possible, and no less than at least two (2) weeks in advance, whenever possible, in order to minimize to the fullest extent possible any disruption to the employee's department on account of such absence from work. If an illness, injury or disability is unexpected, it is the employee's responsibility to promptly notify his or her supervisor of such illness, injury or disability, obtain adequate medical treatment to speed recovery, provide satisfactory proof of such illness, injury or disability and submit appropriate written return-to-work clearance as required, including, but not limited to, a physician's statement, when required. Consistent with these responsibilities, the employee is expected to authorize the release/disclosure of information to the Village by any treating physician.

3.12.6. Leave Policies – Sick Leave – Documentation & Notification

Department Directors will establish procedures for employees to notify supervisors of absence and intent to use paid sick leave. If paid sick leave is used for more than three (3) consecutive work days or in conjunction with a day off, it will be considered “Extended Sick Leave,” and a statement from a physician will be required confirming illness, injury or disability, indicating the need for time off, and stating that the employee’s physical or mental ability will allow return to normal duty. A supervisor will also require a statement from a physician confirming illness when there have been more than five (5) instances of absence for sick leave in any one (1) year. An illness for which a doctor’s statement has been received will not be counted in determining whether five (5) instances have occurred in any one year. For a continuing illness or condition, one annual statement from a doctor will suffice for all paid sick leave usage arising out of the illness or condition for that year.

Fire personnel will be required to provide a physician’s written confirmation of illness for an absence of more than two consecutive shift days. Confirmation of illness for Fire Department personnel will be required when there have been more than three instances of absence in a one-year (calendar year) period. An illness for which a doctor’s statement has been received will not be counted in determining whether three instances have occurred in any one year. If paid sick leave is used for more than four consecutive shift days, a statement from a physician will be required indicating the employee’s physical or mental ability allows a return to normal duty.

3.12.7. Leave Policies – Sick Leave – Reasons For Which Paid Sick Leave May Be Used

Subject to the terms, conditions, limitations and restrictions set forth in this Section 3.12 (including all subsections), paid sick leave may be used for any of the following reasons:

- Incapacitations due to illness, injury or disability.
- Personal medical or dental appointments, which cannot be scheduled during non-working hours (although every attempt should be made to schedule these appointments outside of working hours).
- Absence required to care for seriously ill or disabled member of the employee’s immediate family, where “immediate family: is defined as the employee’s spouse, children, parents, sisters, and brothers.

Any use of paid sick leave for purposes other than those outlined above is not authorized. Misuse of paid sick leave may be grounds for disciplinary action up to and including discharge, and will be considered part of the employee’s overall performance.

3.12.8. Leave Policies – Sick Leave – Right To Require Medical Examination

Any time a Village employee requests paid sick leave, or at any time during any period for which paid sick leave is being provided, the Village shall have the right to require the

employee to be examined by a physician of the Village's selection, and at the Village's expense, to determine fitness for duty. If the employee requesting paid sick leave refuses to submit to such a medical examination or evaluation, the employee's requested sick leave will not be paid, and the employee can be subject to disciplinary action. Based on the examination or evaluation, the examining physician shall determine whether the physical condition of the employee is such that the employee is unable to perform the functions and duties of his or her position. In the event that the examining physician concludes that the employee is unable to perform such duties and is accordingly unfit for duty, the physician shall so indicate in writing and shall indicate when the employee can be expected to return to duty with or without limitations. If the examining physician determines that the employee is fit for duty, the physician shall so indicate in writing and shall specify whether there is any limitation on the employee's return to duty. Under such circumstances, a failure by the employee to report for duty can subject the employee to disciplinary action up to and including termination. If the employee is hospitalized or house confined because of serious injury or illness, medical evidence of the illness or disability shall be provided to the employee's supervisor as soon as possible. If there is any discrepancy between the opinion of the employee's physician and the Village's appointed physician, a third physician mutually agreed between the Village and the employee will be used, at the Village's expense.

3.12.9. Leave Policies – Sick Leave – Right to Impose Light Duty

In the case of an injury, in lieu of paid sick leave, the Village may elect to impose Light Duty until such time as the employee can return to regular duty or a physician has provided a return to work authorization clearing the employee for such Light Duty. During any period of Light Duty, the Village shall have the right to require the employee to be examined by a physician of the Village's selection, in which case the procedure set forth in the preceding section shall be followed. Any employee who is cleared by a physician for Light Duty but who fails to report for duty shall not be eligible for paid sick leave and may be subject to discipline up to and including termination.

3.12.10 Leave Policies – Sick Leave – Relationship With FMLA Leave

Paid sick leave shall run concurrently with family and medical leave under the Family and Medical Leave Act (FMLA).

3.12.11. Leave Policies – Sick Leave – Relationship With Vacation Leave

Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes admitted to the hospital. There shall be no refund of vacation time if an illness or injury occurs while the employee is on vacation.

3.12.12. Leave Policies – Sick Leave – Pay Rate For Paid Sick Leave

Compensation during any period of paid sick leave shall be at the regular rate of pay and shall not include any enhanced rates of pay such as overtime.

3.12.13. Leave Policies – Sick Leave – Disqualification From Paid Sick Leave

An employee shall be disqualified from receiving paid sick leave benefits for any of the following reasons:

- If the employee is absent without leave or under disciplinary action.
- Failure to follow established procedures for notifying and scheduling in advance any period of sick leave for an expected or anticipated reason, such as a doctor's appointment, physical therapy, surgical procedure or dental appointment, in order to minimize to the fullest extent possible any disruption to the employee's department on account of such absence from work.
- Imposition of Light Duty pursuant to Subsection 3.12.9.
- Failure to take adequate steps to expedite recovery, refusal to submit to medical examination as requested by the Village, or refusal to authorize disclosure of information by any treating physician.
- Disability resulting from engaging in an unlawful act and/or violation of the policies and rules and provisions set forth in the collective bargaining agreement.
- Disability arising while the employee is engaged in other activities for profit, or while working for another employer.
- Working for another employer for paid compensation or remuneration of any kind during any period of sick leave.
- Operating any business owned by employee for paid compensation or remuneration of any kind during any period of sick leave.
- Receiving workers' compensation pay benefits pursuant to the provision of 820 ILCS 305/1 *et seq.* or pension disability pay benefits for the period during which such benefits are being received.
- Receiving pay benefits under any other Federal or State statute that applies to job related injuries for the period during which such benefits are being received.

3.12.14. Leave Policies – Sick Leave – Excessive Absence & Tardiness

Excessive absence or tardiness will be defined as absences of more than 10 days in a twelve month period or tardiness of more than six occasions during a twelve month period, unless such absence or tardiness is substantiated by a doctor's statement. Employees who are excessively absent or tardy under this policy are subject to disciplinary action.

3.12.15. Leave Policies – Sick Leave – No Pyramiding

For the avoidance of doubt, under no circumstances shall compensation for time not spent working be paid more than once for the same hours. If an employee receives compensation for time not spent working pursuant to any other statute, ordinance, regulation, rule, order, provision or policy, paid sick leave may not be received for such time.

3.12.16. Leave Policies – Sick Leave – Sick Leave Accumulation Credit Based On Seniority for Village Employees Hired Before January 1, 2015

A certain number of accumulated paid sick leave hours will be credited for Village employees hired before January 1, 2015 based on their employment seniority as of January 1, 2015 per Schedule A of the 1984 sick leave policy, which is discontinued. Seniority computations for the amount of paid sick leave hours to be credited will be based on the date of full-time hire and adjusted for breaks in Village employment (such as layoffs and call-backs), and the amount to be credited will be based on the following schedule:

Years of Service

More than	But Less than	40 Hour Employees	50.3 Hour Employees
0	1	40	50
1	2	120	151
2	3	200	252
3	4	280	352
4	5	360	453
5	6	440	553
6	7	600	754
7	8	680	855
8	9	760	956
9	10	840	1056
10	11	1040	1308
11	12	1120	1408
12	13	1200	1509
13	14	1280	1610
14	15	1360	1710
15	16	1560	1961
16	17	1640	2062
17	18	1720	2163
18	19	1800	2264
19	20	1880	2364
20		2080	2616

3.12.17. Leave Policies – Sick Leave – Payout Of Accumulated Sick Leave Hours To Retiring Employees

Following notice of retirement by an eligible regular employee as to whom there is no threatened or pending investigation, disciplinary action or credible allegation of misconduct, such regular employee shall be eligible to receive, no sooner than one hundred eighty (180) days following such employee's last day of employment with the Village, a payout of accumulated sick leave in accordance with the schedule set forth below, subject to the terms and conditions set forth in this section, and also subject to a maximum payout amount under any circumstances of Fifteen Thousand and 00/100s Dollars (\$15,000.00) to be deposited into the employee's VEBA account.

Eligibility to receive sick leave payout pursuant to this Subsection will be limited to an employee who is either (a) subject to the IMRF, is eligible for retirement under IMRF rules and elects to retire from the IMRF or (b) not subject to the IMRF but who is at least 50 years of age and who elects to retire on or after having achieved 20 years of service with the Village. An employee who leaves the employ of the Village without satisfying one of the aforementioned criteria, either through termination, voluntary resignation or death, will not qualify for sick leave payout.

Employees qualifying for sick leave payout will be paid in a graduated scale the percentage of accumulated paid sick leave hours set forth in the schedule below at their ending hourly work rate:

<u>Non-Firefighter (40-Hour) Employee</u>		<u>Firefighter (50.3-Hour)</u>	
Hours over 2080	20%	Hours over 2615	20%
Hours 1040-2080	10%	Hours 1308-2615	10%
Hours 440-1040	5%	Hours 553-1308	5%
Hours under 440	0%	Hours under 553	0%

Sick leave payout will not qualify as pensionable earnings.

3.12.18. Leave Policies – Sick Leave – Interpretation

The responsibility for interpretation and application of the provisions of the sick leave policy as set forth in this Section 3.12 (including all subsections) shall rest with the Board of Trustees of the Village of Broadview, Illinois.

APPENDIX C

AGREEMENT FOR REIMBURSEMENT OF TRAINING EXPENSES

WHEREAS, the Applicant identified below acknowledge that the Village of Broadview Fire Department will incur substantial expenses in the process of screening, outfitting, and training the undersigned to be a Firefighter; and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by Applicant with the Village of Broadview Fire Department, after completion of said screening, outfitting, and training, and that the Department will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for 36 months following completion of all required training;

NOW, THEREFORE, it is hereby agreed as follows:

I REIMBURSEMENT OBLIGATION

I, _____, hereinafter the “Applicant”, in consideration of the agreement by the Village of Broadview Fire Department, hereinafter, “The Department”, to provide me with pre-employment physicals, outfitting, formal fire training and personal protective equipment (PPE), I do hereby agree that in the event my employment with the Department ceases due to accepting employment as a Firefighter or Paramedic with any Fire Department or fire service related provider other than “Termination” as defined below, within thirty-six (36) months from commencement of full-time service as a Firefighter subsequent to completion of the probationary period of training, I will reimburse the Department for all expenses incurred in connection with my pre-employment screening, training, uniforms, and personal protective equipment (PPE).

Termination as used in this Agreement shall mean any discontinuance of the Applicant’s employment initiated by the Department and shall also include discontinuance of employment due to injury or illness resulting in the Applicant’s permanent inability to perform the normal duties of the position held by the Applicant at the time of commencement of such injury or illness, or leaves the fire service to take an unrelated job to that of a Firefighter or Paramedic.

3. Calculation of Reimbursement Obligation

The reimbursement obligation shall consist of the sum of all amounts expended by the Department in connection with pre-employment physicals, training the Applicant, outfitting him/her with department uniforms/badges, and personal protective equipment (see attached list of issued PPE), I agree that my actual reimbursement obligation will be determined by the Department and the Broadview Firefighters Pension Fund, based upon actual expenditures and/or reasonable estimates thereof in the event actual expenditures cannot be documented through a reasonable effort. The Department agrees not to include, in its calculation of my actual reimbursement obligation, any sums previously received

from any state or federal agency as reimbursement for training expenses incurred on my behalf.

4. Credit for Continuous Employment

Credit for services rendered will be given against the reimbursement obligation at the rate of one-thirty-sixth of the total reimbursement obligation for each month of continuous full time employment subsequent to completion of the probationary training period. Any absence from work due to illness, injury or other cause for a period greater than two weeks shall be excluded from the period of service for which credit will be given. However, all absences related to any injury sustained in the line of duty shall not be excluded.

5. Terms of Repayment

Complete payment of the reimbursement obligations shall be made within twenty-four (24) months of cessation of employment in monthly installments of no less than one-thirty-sixth of the total reimbursement obligation, commencing on the first day of the month following the month during which cessation of employment occurs, and payable on or before the first of each month thereafter. The Department may apply any sums due to Applicant as wages; at the time said applicant quits the Department, as an initial payment against Applicant's reimbursement obligation. The Applicant agrees that in the event of his / her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become past due and payable. The Applicant further agrees that in the event the Department incurs legal fees or other costs of collection in an effort to collect any delinquent sums owing pursuant to this Agreement, the Applicant will pay such expenses in addition to the portion of the reimbursement obligation then due.

6. Acknowledgement of Receipt / Waiver of Right to Independent Legal Advice

I understand that I have the right to have this document examined by an attorney of my choosing and to discuss its terms with my attorney prior to signing it.

Sign initials in one of the lines below as applicable:

_____ I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult an attorney.

_____ I have consulted an attorney regarding the Agreement and received his / her explanation of its terms as evidenced by the attorney's signature below.

(If you have checked the box preceding this paragraph, have your attorney sign here)

Attorney of Applicant

Date

Applicant

Date

STATE OF ILLINOIS, COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposed therein set forth, including the release the waiver of the right of homestead.

Given under my hand and official seal, this _____ day of _____

_____.

(Notary Public)

APPENDIX D

BROADVIEW FIRE DEPARTMENT

APPLICATION FOR SECONDARY EMPLOYMENT

I. Name: _____
Address: _____
Employment Position: _____
Date Hired: _____

II. Secondary Employment Requested:
Employer: _____
Address: _____
Telephone: _____
Position: _____
Hours to be worked per week: _____
Person to contact to verify: _____

Submitted this _____ day of _____, 20__

Firefighter

III. Shift Commander Review:
Application: _____ Complete: _____ Incomplete _____
Information Verified: _____
Comments: _____

Date: _____

Shift

Commander

IV. Fire Chief Review:
Application: _____ Complete: _____ Incomplete _____
Information Verified: _____
Comments: _____

Date: _____

Chief of Fire

Department

APPENDIX E

STANDARDS AND PROCEDURES FOR SECONDARY EMPLOYMENT

Application for Permission to Engage in Secondary Employment:

- a. Shall be submitted to Shift Commander who shall review and then submit to the Chief of the Fire Department.

Purpose

- a. Firefighter's Primary Responsibility is to the Village of Broadview.
- b. Secondary employment shall not infringe upon this obligation or interfere with or impair the Firefighter's ability to perform job responsibilities for which he/she was hired.

Regulations

- a. It may not impair efficiency or capabilities or interfere with Firefighter's ability to respond to emergency calls.
- b. Shift commander will forward applications and recommendations to the Chief.
- c. Chief will review recommendations and other criteria and approve or disapprove applications.

APPENDIX F

SIDE LETTER OF AGREEMENT FOR THE VILLAGE OF BROADVIEW FIRE DEPARTMENT AS IT RELATES TO THE FIRE DEPARTMENT PROMOTION ACT

Section 1 **Application of Promotion Act and Exclusions**

Promotions to the rank of Lieutenant shall be done in accordance with the provision of the Fire Department Promotion Act, 50 ILCS 742, effective August 4, 2003, Public Act 93-0411 (hereinafter the "Act"). Except as modified by the terms of this Article the procedures for promotions and appointments shall be made in accordance with the provisions of the Act. It is further agreed that Section 25 of the Act does not apply. The Capitalized terms specified in this Side Letter Agreement shall have the same meaning as defined in the Collective Bargaining Agreement.

Section 2 **Vacancies**

This Article applies to vacancies in the rank of Lieutenant. A vacancy in such position is deemed to occur on the date upon the position is vacated, and on the same date, a vacancy shall occur in all ranks inferior to that rank, provided that the positions continue to be funded and authorized by the Corporate Authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for up to a period of up to five (5) years beginning from the date on which the position was vacated. In such event, the Firefighter Candidate(s) who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 3 **Eligibility for Rank of Lieutenant**

To be eligible to test for promotion to Lieutenant, the Firefighter Candidate must have (a) five (5) years of service with the Fire Department, (b) be certified as a Firefighter III (c) be certified as a Fire Officer I/Provisional, (d) successfully completed National Incident Management System Incident Command 300 and 400.

Section 4 **Rating Factors and Weights**

All examinations shall be impartial and shall relate to those matters which will test the Firefighter Candidate's ability to discharge the duties of Lieutenant. The placement of a Firefighter Candidate on the promotional list shall be based on the points achieved by the

Firefighter Candidate on promotional examinations consisting of the following five (5) components specified:

Chief's Points 5%

Written Examination 25%

Seniority 10%

Ascertained Merit 10%

Assessment Center 50%

Section 5 **Test Components**

A. Chief's Points.

The Chief shall award points based upon job-related merit criteria uniformly applied to the Firefighter Candidate. Examples of such criteria include, but are not limited to: participation on specialized teams, department committees or projects, service as a coordinator of a specialized team or services, service in public education or fire investigation, scores on re-licensing examinations, scores on performance evaluations. Such criteria shall be disclosed to the Firefighter Candidate at least sixty (60) days prior to the awarding of the points. If the Firefighter Candidate or the Union requests, the Chief shall disclose information as to how the criteria was applied.

B. Written Examination.

The examination shall consist of job related questions composed by a qualified and impartial testing agency which may be assisted by the Employer or its agents in determining job content. Firefighter Candidates shall be given access to study materials for a period of at least three (3) months prior to the date of the examination. Firefighter Candidates must achieve a passing score of seventy percent (70%) to be placed on the final eligibility list.

C. Seniority.

Seniority points shall be awarded as follows:

5 Years	2 points
6 to 10 Years	4 points
11-15 Years	6 points
16 to 20 years	8 points
21 + years	10 points

D. Ascertained Merit.

Ascertained Merit will be given for achievements earned by the Firefighter Candidate. The following is a list of what each achievement is worth on the final score. Each point will be converted to the equal points for the final score (i.e. five (5) points of ascertained merit is five (5) points on the final score). The maximum points allowed are ten (10).

Education:

Associates Degree 2 points

Associates Degree (Fire related / section 23.1) 3 points

Bachelors Degree 4 points

Bachelors Degree (Fire related / section 23.2) 5 points.

Fire Officer Classes

Fire Officer II (inc. provisional) 3 points

Fire Officer III (inc. provisional) 5 points

Miscellaneous Certifications: 1 Point for each

Juvenile Fire Setter

Instructor II

Instructor III

Incident Safety Officer

Fire Investigator

Public Fire and Safety Education II
III

Public Fire and Safety Educator

Arson Investigator

Hazardous Materials Operations

Hazardous Materials Technician A

Hazardous Materials Technician B

Hazardous Materials Incident Command

Rescue Specialist – Confined Space

Trench Operations

Trench Technician

Rope Operations

Rescue Specialist-Vertical II

Structural Collapse Operations

Structural Collapse Technician

Executive Support

Training Program Manager

Vehicle Machinery Operations

Vehicle Machinery Technician

Swift Water Technician

Department Mechanic

EMS Coordinator

Public Educator

Explorer Coordinator

Honor Guard

E. Veteran's Preference Points.

Per State Statutes.

F. Assessment Center.

The assessment center process may include leadership skills related to the duties of a company officer, training exercise, tactical evaluation, writing exercises, employee counseling, group problem solving or conflict resolution exercises, management control, problem analysis, handling

priorities and sensitive situations, managing conflict, judgment and decision making, team relations, customer service skills, persuasiveness, written communication, oral communication, interpersonal relations. The items included in the assessment center process shall be identified at least ninety (90) days prior to the exam at the time the exam notice is posted. A Firefighter Candidate feedback session will be provided by the testing agency. The testing agency shall be qualified and impartial.

G. Scoring Components.

The written test score shall be scored on a scale of 100 points. This component shall then be reduced by the weighting factor assigned to the component of the test. Seniority and Ascertained Merit will be scored as described in sections C and D, respectfully. The scores of these three components will be added together for a total score not to exceed 100 points. Firefighter Candidates shall then be ranked on the list in order based on the highest to the lowest points scored. Such ranking shall constitute the preliminary promotional list. Should any ties occur the Firefighter Candidate with the highest seniority shall be placed higher on the list. A Firefighter Candidate on the preliminary list who is eligible for veteran's preference points under the Illinois Statutes may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotional list. The Board of Fire and Police Commissioners shall then make adjustments to the rank order of the preliminary promotional list based on any veteran's points awarded. The final adjusted promotional list shall then be posted at the Fire Department.

Section 6 Right to Review

The Union or any affected Firefighter who believes that an error has been made with respect to eligibility to take an examination, examination results, placement or position on a promotional list, or veteran's preference shall be entitled to a review of the matter. Any disputes as to such matters may be resolved and remedied by filing a grievance as provided by Article 7 of the Collective Bargaining Agreement.

Section 7 Order of Selection

Whenever a promotional rank is created or becomes vacant due to a resignation, discharge, promotion, death, or at the granting of a disability or retirement pension, or for any other cause, the appointing authority shall appoint to that position the Firefighter with the highest ranking on the final promotional list for that rank, except that the appointing authority shall have the right to pass over that Firefighter and appoint the next highest ranking Firefighter on the list if the appointing authority has reason to conclude that the highest ranking Firefighter has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the Firefighter's ability to perform the duties of the

promoted rank since the posting of the promotion list. If the highest ranking Firefighter is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking Firefighter on the list. Unless the reasons for passing over the highest ranking Firefighter are not remedial, no Firefighter who is the highest ranking Firefighter on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking Firefighter shall be subject to resolution in accordance with the grievance procedure in Article 7 of the Collective Bargaining Agreement.

Section 8 **Maintenance of Promotional Lists**

Final eligibility lists shall be effective for a period of three (3) years. The Employer shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintains in effect current eligibility lists so that promotional vacancies are filled no later than forty-five (45) days after the occurrence of the vacancy.

APPENDIX G

VEBA PLAN

This contract authorizes the Village to maintain the below outlined practices for funding the VEBA Plan during the term of this agreement whereby specified amounts of employees compensation are contributed on their behalf to the Trustee of a Tax Exempt Fund for the payment of post-employment medical expenses. Such plan shall be at no cost to the Village and follow applicable laws.

The provision is a permissive topic of bargaining and will not be subject to the provisions of Section 14 of the Illinois Public Labor Relations Act. The current amount of compensation contributed to such Fund is 1% of each employees pay check per employee per pay period.

VILLAGE OF BROADVIEW

Broadview Professional Firefighters Union
IAFF/AFFI Local 5129

Village President

Union President

Dated: _____

Dated: _____

Attest
Committee

Broadview Firefighters' Bargaining

Village Clerk

Dated: _____

Dated: _____

Fire Chief

Dated: _____

Dated: _____

Dated: _____

RESOLUTION NO. _____

A RESOLUTION MOURNING THE PASSING OF ROBERT “DJ ROB” EARL GRAY, JR. FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are saddened to learn of the death of ROBERT “DJ ROB” EARL GRAY, JR.; and

WHEREAS, ROBERT “DJ ROB” EARL GRAY, JR. was born on September 12, 1975 in Chicago, Illinois at Cook County Hospital to Robert and Patricia Gray. Robert, leaves two daughters, Ashati and Robbin Gray, two grandchildren, and one brother Lekeef “Jello” Gray. He was educated at Lindop Elementary School in Broadview and Proviso East High School in Maywood. His last employment position was at Nicor Gas, and he worked for AT&T for many years; and

WHEREAS, ROBERT “DJ ROB” EARL GRAY, JR., began working for Broadview Park District at the age of 14 where he developed his passion for music and began to deejay in the Proviso Township. He was known for the “Set-Up,” and for having the best sound that came from his huge speakers. Well known in the neighborhood as “DJ Rob”, he was loved by everyone and was looked to as a leader. To summarize, ROBERT

“DJ ROB” EARL GRAY, JR., loved and laughed. He was an excellent employee and committed to serving others; and

WHEREAS, based on the foregoing the Corporate Authorities have determined that it is necessary and appropriate to mourn the passing of ROBERT “DJ ROB” EARL GRAY, JR., and extend their sincere condolences to his family, friends, and all who knew and loved him;

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to the Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of the Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to mourn the passing of ROBERT “DJ ROB” EARL GRAY, JR. and extend our sincere condolences to his family, friends, and all who knew and loved him and to authorize Village officials and staff to take all steps necessary in connection therewith.

Section 03. Invocation of Authority.

The Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of the Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
AUTHORIZATION**

Section 10. Authorization.

The Village Board hereby mourns the passing of ROBERT “DJ ROB” EARL GRAY, JR. and extends their sincere condolences to his family, friends, and all who knew and loved him. The Village’s officials and staff are hereby directed to take such action as is necessary to carry out the intent of the Resolution.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of the Resolution are inserted solely for the convenience of reference and form no substantive part of the Resolution nor should they be used in any interpretation or construction of any substantive provision of the Resolution.

Section 12. Severability.

The provisions of the Resolution are hereby declared to be severable and should any provision of the Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and

deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

The Resolution shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County, Illinois on the 3rd day of September 2019, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Abraham				
Horne				
Jones				
Miller				
Senior				
Tierney				
(Mayor Thompson)				
TOTAL				

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THE 3rd DAY OF SEPTEMBER 2019.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____
Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**