
COLLECTIVE BARGAINING AGREEMENT

**Between
The**

VILLAGE OF CHICAGO RIDGE

And the

**CHICAGO RIDGE PROFESSIONAL
FIREFIGHTERS' LOCAL 3098**

Expiration Date: December 31, 2017

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PREAMBLE

This Agreement is entered into between the Village of Chicago Ridge, a body politic, by its duly constituted Village Board of Trustees, hereinafter referred to as the "Employer", and the Chicago Ridge Professional Firefighters', Local 3098, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the complete terms upon which such relationship depends. It is the intent and purpose of this Agreement to: (1) maintain and increase individual productivity and quality of service; (2) provide an orderly procedure for the resolution of grievances; (3) prevent any interruption of work or interference with the efficient operation of the Employer; and, (4) express the complete agreement between the parties on hours, wages, holidays, vacations, health and welfare and other conditions of employment.

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

ARTICLE I: RECOGNITION

Section 1.1: Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all regular, full-time employees in the bargaining unit as follows:

Lieutenants Firefighter/Paramedics

EXCLUDED from the above unit: All part-time employees, full-time employees in the following job classifications: Chief of Fire Dept., Assistant Chief, Deputy Chiefs, auxiliary and other volunteer personnel, and all supervisory, confidential and managerial employees as defined by the Illinois Public Labor Relations Act as amended, and all other employees of the Village of Chicago Ridge.

Section 1.2: Supervisors

Non-bargaining unit supervisory personnel may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train bargaining unit employees. Such work by supervisors shall not cause any layoffs or a reduction of hours worked by bargaining unit employees.

Section 1.3: Short-Term/Part-Time Employees

The Employer may continue to utilize the services of paid-on-call personnel to perform bargaining unit work in accordance with past practice and pursuant to applicable State law, including 65 ILCS 5/10-1-14 and 65 ILCS 5/10-2.1-4. Such work by paid-on-call personnel shall not cause any layoffs or a reduction of hours worked by bargaining unit employees.

ARTICLE II: UNION DUES DEDUCTION

Section 2.1: Dues Deduction

During the term of this Agreement, the Employer will deduct from each employee's paycheck, the appropriate Union dues for each employee in the bargaining unit who has filed with the Employer a written authorization. The Employer shall remit such deductions monthly to the Union at the address designated by the Union.

The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Employer at least thirty (30) days notice of any change in the amount of the uniform dues to be deducted.

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

Section 2.2: Fair Share Deduction

During the term of this Agreement, employees who are not members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and Labor Agreement administration services, rendered by the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Employer a list of members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit.

Section 2.3: Appeal Procedure

The Union agrees to assume full responsibility to insure full compliance with the constitutional requirements of fair share payers. Accordingly, the Union agrees to do the following:

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

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

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

Section 2.4: Indemnification

The Union agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arises out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

ARTICLE III: UNION RIGHTS

Section 3.1: Union Activity During Working Hours

The Employer and employee shall mutually agree to schedule and attend grievance hearings and other activities of such nature if established by this contract. If such employees are entitled or required to attend such meetings by virtue of being Union representatives or participants in grievance hearings, the employee shall suffer no loss of pay for attending such meetings or hearings during their normal work hours. However, there shall be no more than one (1) on-duty Union representative for the purposes of processing grievances and/or in attendance at hearings thereunder.

Section 3.2: Time Off For Union Activities

Local representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or International conventions, provided such representatives give reasonable prior notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The employee may utilize any accumulated time-off in lieu of the employee taking such without pay.

Section 3.3: Union Bulletin Boards

The Employer shall provide bulletin board and/or space at the work location. The boards or space shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan, defamatory or inflammatory in nature.

Section 3.4: Time Off for Union Business

The Executive Board, or its designees, shall have the exclusive right to visit the premises of the Fire Department for the purposes of administering the Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department. This provision does not permit solicitation of membership on the premises of the Fire Department during working hours. However,

Union representatives shall be afforded the opportunity to have an informational meeting with all new hires.

The Union's negotiating team shall be permitted to attend negotiating sessions with employer representatives. Where such sessions are scheduled during working hours, the employer shall give due consideration to giving Union negotiating team representatives' time off without loss of pay for the duration of any session.

ARTICLE IV: MANAGEMENT RIGHTS

Section 4.1: Management Rights

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to operate the Village, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include the following and shall be exercised consistent with the provisions of this Agreement:

- (a) To plan, direct, control and determine all operations and services of the Village.
- (b) To supervise and direct employees.
- (c) To establish the qualifications for employment and to employ employees.
- (d) To establish reasonable work rules and work schedules and assign such.
- (e) To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Village.
- (f) To suspend, discharge and take other disciplinary action against employees for just cause.
- (g) To establish reasonable work and productivity standards and, from time to time, amend such Standards.
- (h) To lay off employees.
- (i) To maintain efficiency of Village operations and services.
- (j) To determine the methods, means, organization, and number of personnel by which such operations and services shall be provided.
- (k) To take whatever action is necessary to comply with State and Federal law.
- (l) To change or eliminate methods, equipment and facilities for the improvement of operations.
- (m) To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services.
- (n) To contract out for goods and/or non-emergency services.
- (o) To determine the methods, means and personnel by which operations are to be conducted.
- (p) To take whatever action is reasonably necessary to carry out the functions of the Village in emergency situations.

Section 4.2: Reservation

It is understood and agreed that any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the said Employer except those specifically abridged, granted, or modified by this Agreement, including but not exclusive of those powers and responsibilities maintained by the Chicago Ridge Police and Fire Commission. Furthermore, except as otherwise provided for within Article XXII ("Promotions") herein, such powers and authority of the Chicago Ridge Police and Fire Commission, with regards to testing and hearing, shall supersede in any case of conflict with any terms or conditions of this Labor Agreement.

ARTICLE V: NO STRIKE

Section 5.1: No Strike Commitment

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

Section 5.2: No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is not a breach of Section 5.1 above.

Section 5.3: Resumption of Operations

In the event of action prohibited by Section 5.1 above, the Union shall immediately disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.4: Union Liability

Upon the failure of the Union to comply with the provisions of Section 5.3 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 5.5 below.

Section 5.5: Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any employee who participates in action prohibited by Section 1 above shall be considered as a violation of this Agreement and any action taken by the Employer shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action or, whether or not the action is prohibited, shall be subject to the grievance and arbitration procedure.

Section 5.6: Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event either party violates this Article.

ARTICLE VI: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 6.1: Definition of a Grievance

A grievance is defined as any meritorious dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. All forms of discipline shall be subject to the grievance procedures contained herein. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 6.2: Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that any attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

Not later than seven (7) workdays after the event giving rise to the complaint, or seven (7) workdays after the employee or the Union should have reasonably learned of the event giving rise to the complaint, whichever is later, the employee or the Union must discuss the grievance with his immediate supervisor. The immediate supervisor shall orally respond to the employee not later than seven (7) workdays thereafter. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

Section 6.3: Representation

Grievances may be processed by an employee, the Union on behalf of an employee or on behalf of a group of employees.

A party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 6.4: Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) or local Union representative and the date.

Section 6.5: Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 6.6: Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. Grievances shall not be investigated during working hours if they unreasonably interfere with the Employer's operations.

Section 6.7: Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 6.8: Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

STEP I

If no agreement is reached between the employee (or the Union, in the case of a Union grievance) and the supervisor, as provided for in Section 6.2 Dispute Resolution, the employee (or the Union, in the case of a Union grievance) shall prepare a written grievance on a form mutually agreed to and presented to the Chief of the Fire Dept. or his/her designee no later than fourteen (14) calendar days after the employee (or the Union, in a Union grievance) was notified of the decision by the supervisor. Within seven (7) calendar days after the grievance has been submitted, the Chief of the Fire Dept. or his/her designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief of the Fire Dept. or his/her designee shall respond in writing to the grievant and Union Representative within twenty-one (21) calendar days following the meeting. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

STEP II

If the grievance is not settled at Step 1 the grievance may be referred in writing, within seven (7) calendar days after the decision of the Chief of the Fire Dept. or his/her designee, the Union may appeal said decision to the Village President.

The Village President shall, within twenty-eight (28) calendar days after the grievance has been filed, meet with the Union and the grievant to discuss the grievance. The Committee shall respond in writing to the grievant and Union within fifteen (15) calendar days following the meeting.

STEP III

If the dispute is not settled at Step II, ONLY the Union may submit the matter to arbitration within fourteen (14) calendar days after the Village President's written decision or the expiration of the fifteen (15) day period if the Village President fails to render a written decision. Within fourteen (14) calendar days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within fourteen (14) calendar days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators and who have a place of business in Illinois, Indiana or Wisconsin. In case of interest arbitration, the arbitrator(s) shall also have experience in Illinois interest arbitration. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the

arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the Village of Chicago Ridge, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the hearing and shall be **FINAL AND BINDING** on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE VII: HOURS OF WORK/OVERTIME

Section 7.1: Workday/Overtime

A. WORKDAY:

The Village agrees that the regular duty day for covered employees shall consist of twenty-four (24) consecutive hours on duty followed immediately by forty-eight (48) consecutive hours off duty. The duty shift shall commence at 0700 hours and end at 0700 hours the following day.

B. OVERTIME:

For employees who work on duty, any authorized, approved hours actually worked in excess of those scheduled shall be considered overtime hours and shall be compensated for at a rate of one and one-half (1.5) times the employee's regular rate of pay. The only time not considered as "time worked" for overtime purposes shall be "sick" leave.

Effective upon adoption of this Agreement, the Village shall provide each employee, who is regularly scheduled to work twenty-four (24) hour shifts, with every nineteenth (19th) shift day off without loss of pay. They shall receive twelve (12) hours off for every twenty-seven (27) day cycle scheduled back-to-back to equal one (1) twenty-four (24) hour shift off. Such work reduction days shall be scheduled in advance by the Chief or his/her designee. No more than one (1) employee per work shift shall be off on a work reduction day and/or on vacation and/or compensatory time. (This shall result in no less than six (6) nor more than seven (7) work reduction days annually.) The normal FLSA section 7(k) work period for employees assigned to 24-hour shifts shall be twenty-seven (27) days.

Overtime shall be distributed to employees covered by the terms of this Agreement so that each employee designated by his/her rank is given substantially equal opportunity to work overtime according to his/her rank and seniority. Posted overtime shall remain open for bidding until ninety-six (96) hours prior to the start of the overtime shift. No employee shall be "bumped" from the overtime after the bidding period is closed. Any overtime that becomes available within ninety-six (96) hours prior to the start of the overtime shift (ie: sick days, short notice time off) shall be offered via telephone or direct communication (face to face) to the employees in seniority order. Overtime that becomes available for the rank of Lieutenant shall be offered to the next Lieutenant in rank seniority order. Should no Lieutenants voluntarily accept the overtime that is available, the overtime is then offered to the rank of Firefighter in seniority order. At no time shall there be an employee with the rank of Lieutenant working in the capacity of Firefighter for overtime purposes. Should no volunteer accept the overtime assignment, the employee with the least seniority that is working on shift immediately prior to the start of the overtime shift shall be mandated. Should a Lieutenant be eligible for the mandatory overtime shift, he shall not be mandated unless there are no employees with a lesser rank eligible to be mandated. Once the overtime shift has begun, whether by voluntary means or mandating, the employee shall not be "bumped" from said overtime shift. Nothing contained herein is meant to prohibit the employee from voluntarily relinquishing the overtime shift to another employee, so long as the overtime distribution procedures outlined within this Article are followed.

The Fire Department Chief or his/her designee shall have the right to require overtime work and employees may not refuse mandatory overtime assignments. As a general rule, reasonable steps shall be taken by the Fire Department Chief or his/her designee to obtain volunteers for overtime assignments before assigning required overtime work but under no circumstances (including situations where employees exchange shifts) will an employee be required to work in excess of forty-eight (48) continuous hours in length followed by twenty-four (24) hours off duty. An employee shall not be mandated to work two (2) days before or two (2) days after a scheduled vacation period unless that employee has already returned to work within that period. At the Employer's discretion, employees may be selected for specific assignments wherein they are more appropriately qualified.

If a Deputy Chief is on duty, it shall be the Deputy Chief's responsibility to properly distribute mandatory overtime assignments. In the absence of a Deputy Chief, it shall be the responsibility of the Officer in Charge.

C. COMPENSATORY TIME IN LIEU OF OVERTIME PAYMENTS:

Employees covered by the terms of this Agreement may, in lieu of payment for overtime hours actually worked as described within this Article, choose an alternative payment in Compensatory Time which may be accrued and used subject to the following provisions:

- (a) The maximum amount of Compensatory Time an employee may accumulate and use within the calendar year shall be three hundred (300) hours. Such time cannot be taken in increments other than either twelve (12) or twenty-four (24) hours.
- (b) Every effort shall be made to accommodate the individual employee's desire to take accumulated Compensatory Time. However, the employee and the Chief or his/her designee must agree on a time off schedule that will not impede the manpower needs of the Department or infringe on the operational needs of the Department. However, under no circumstance shall there be more than one (1) employee off per shift. However, the Fire Chief or his/her designee may, at his/her sole discretion without the right of filing a grievance herein, allow more than one (1) person per shift off due to what he/she deems to be extenuating circumstances. Such "emergency" time, at the Fire Chief's discretion, is not required to be taken in twelve (12) hour increments.

(c) Compensatory Time shall be paid at the rate of one and one-half (1 1/2) hour for each hour actually worked for those overtime hours described in this Article. Such Compensatory Time may be scheduled and used upon sole and exclusive approval by the Chief or his/her designee.

(d) Payment of any compensatory time remaining on record annually shall be pursuant to the provisions of Article XV, Sec. 15.3(a) of this Labor Agreement.

Section 7.2: Court Time

Employees covered by the terms of this Agreement who are required to testify in any court or hearing shall be paid at the rate of one and one-half (1 1/2) times their regular salary based on actual time worked, so long as such time is outside their regularly scheduled workday.

Section 7.3: No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement and shall not be counted towards the accumulation of total hours worked for the purposes of computing overtime eligibility.

Section 7.4: Mandatory Schools And/Or Seminars

Any employee assigned or sent to any local school or seminar shall be paid for actual class time, but shall receive no travel time. Employees will not be reimbursed for meal expenses, but will be reimbursed for mileage, tolls and parking. Whenever such mandatory schooling is scheduled outside the employees scheduled workday, the employee shall receive overtime rate of pay for all hours in classroom attendance, except that no more than twenty-four (24) overtime hours shall be awarded/approved by the Employer for EMS Continuing Education. Furthermore, all tuition and book fees shall be paid for by the Employer.

Section 7.5: Call-Out

A "callback" is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled work day. "Callbacks" shall be compensated for at the employee's regular rate of pay for all hours actually worked on "callback", with a minimum of two (2) hours, and shall be subject to the overtime compensation provisions contained within this Article.

Section 7.6: Shift Standards

The Village will at all times in accordance with its financial capabilities endeavor to maintain a properly staffed force in order to insure an appropriate risk safety factor for all employees employed in Chicago Ridge Fire Department.

Section 7.7: Shift Exchanges

Time trades will be permitted by the Employer. The Fire Department Chief or his/her designee shall maintain sole right and authority to approve or disapprove time trades and time trades shall not be unreasonably denied. Time trades shall not result in overtime payment for any employee and the "pay back" of the time shall be the responsibility of the employees so involved. Time trades shall be allowed within rank only.

Section 7.8: EMS Coordinator

The EMS Co-Ordinator shall receive in addition to all other compensation contained in this Agreement, \$200.00 per month as additional pay.

Section 7.9: Out Of Class Pay

The Fire Department Chief or his/her designee maintains the right to assign or designate an employee covered by the terms of this Agreement to perform duties of a position, assignment, or rank higher than the employee's regular assignment, rank, or position, wherein the employee shall receive the hourly rate of pay of the higher position, rank or assignment. Such "out of class" assignment shall be pursuant to the following qualifications:

1. Use of the Lieutenant's promotional eligibility list shall supercede seniority in filling an "officer in charge" opening.
2. Overtime shall be distributed in accordance with Article VII, Sec. 7.1(b) of this Agreement. In the event that there is an "officer in charge" opening after the distribution of overtime, the "officer in charge" designation shall be assigned in accordance with this Section. Where two employees are on the Lieutenant's Eligibility List and work the same shift day, the highest ranking employee on the "List" shall be assigned the "officer in charge" position. In instances where two employees are of the same qualification level and are working the same shift, the more senior employee shall be assigned the "officer in charge" position.
3. The following qualifications are required for assignment to an "officer in charge" position. If the employee is not on the Lieutenant's Eligibility List, or does not possess the highest qualification as listed below, then the next level of qualification shall prevail. The qualifications are listed in priority order starting with the Lieutenant's Eligibility List:
 - a. Lieutenant's Eligibility List;
 - b. State Certified Fire Officer II (with at least five (5) years seniority on the Department);
 - c. State Certified Fire Officer I (with at least five (5) years seniority on the Department);
 - d. State Certified Advanced Technician Firefighter (with at least five (5) years seniority on the Department);
 - e. Seniority within the Department.
4. The filling of the "officer in charge" position in the event of an expired promotional list shall be pursuant to said expired list. In the event of a vacancy in Lieutenant being filled, however, the filling of the vacancy shall be off of the subsequent promotional list.

Section 7.10: Certified Positions

Any employee covered by the terms of this Agreement who attains the following "certifications" shall be eligible to receive the following monthly wage adjustment that shall be considered part of their wage base:

Certified Fire Apparatus Engineer	\$50.00 monthly
Vehicle Extrication Technician	\$50.00 monthly
HAZMAT Tech A	\$50.00 monthly
Fire Inspection Officer II	\$50.00 monthly

It is within the sole discretion and authority of the Chief or his/her designee to schedule any employee desiring to become certified for any of the above. Furthermore, the above bonus payments shall be cumulative in that should an employee attain more than one (1) certification, they shall be eligible for each bonus for which they qualify, not to total more than \$200.00 monthly.

Section 7.11: Training Officer

Any employee covered by the terms of this Agreement who is assigned by the Fire Department Chief or his/her designee to perform additional TRAINING OFFICER duties shall receive a monthly salary differential of \$200.00 in addition to their regular rate of pay.

This assignment to the functions outlined in this Section shall continue to be at the sole discretion of the Fire Department Chief or his/her designee and it is expressly understood between the parties that the above differential pay shall cease to apply on the last day of the month in which an employee is transferred out of such assignment.

Section 7.12: Fire Marshal

Any employee covered by the terms of this Agreement who is assigned by the Fire Department Chief or his/her designee to perform additional FIRE MARSHAL duties shall receive a monthly salary differential of \$200.00 in addition to their regular rate of pay.

This assignment to the functions outlined in this Section shall continue to be at the sole discretion of the Fire Department Chief or his/her designee and it is expressly understood between the parties that the above differential pay shall cease to apply on the last day of the month in which an employee is transferred out of such assignment.

ARTICLE VIII: SENIORITY

Section 8.1: Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service within the Village of Chicago Ridge Fire Department.

Section 8.2: Probation Period

An employee is a "probationary employee" for his first twelve (12) months of continuous active duty employment and may be extended an additional six (6) months by the Chief of the Fire Dept. or his/her designee, based upon reasonable cause. The Union shall be notified in writing as to the basis for such probationary period extension. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period, wherein he will acquire seniority from his initial date of hire.

Section 8.3: Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and same shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees

covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 8.4: Termination of Seniority

An employee's seniority shall be broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Fire Department; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

ARTICLE IX: LAYOFF

Section 9.1: Layoff

For the purposes of layoff, an employee's seniority shall be defined as the period of continuous service within his/her specific rank/job classification. ("rank seniority")

In the event the Employer determines a layoff is necessary within the Fire Department, employees shall be laid off within each particular job classification within said department, in the inverse order of their seniority within the specific rank/job classification ("rank seniority") unless compliance with State or Federal law requires otherwise, so long as the qualifications, skills and abilities of the employees to perform the work is relatively equal. The Employer agrees to inform the Union in writing not less than thirty (30) days prior to such layoffs and to provide the Union with the names of all employees to be laid off in such notice.

Section 9.2: Layoff Order

Paid-On-Call, short term and part time employees shall be laid off first, then full-time employees shall be laid off in inverse order of their seniority within their respective job classifications, so long as the qualifications, skills and abilities of the employees to perform the work is relatively equal. Individual employees shall receive notice in writing of the layoff not less than fourteen (14) calendar days prior to the effective date of such layoff.

Section 9.3: Recall

Employees shall be recalled from layoff within each particular job classification according to their seniority, so long as the qualifications, skills and abilities of the employees to perform the work is relatively equal. No new employees shall be hired until all employees on layoff in the particular job classification desiring to return to work shall have been given the opportunity to return to work, so long as the qualifications, skills and abilities of the employees to perform the work is relatively equal. Recall rights under this provision shall terminate twenty-four (24) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the

Employer of their current address. Upon receipt of the notice of recall, employees shall have three (3) working days to notify the Employer of their acceptance of the recall. The employee shall have fourteen (14) calendar days thereafter to report to duty.

ARTICLE X: HOLIDAYS

Section 10.1: Paid Holidays

Except in cases of emergency, all regular, full-time employees covered by the terms of this Agreement shall have the following holidays:

New Year's Eve
New Year's Day
Washington's Birthday
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
Firefighters Memorial Day (day of ceremony)
*Personal Day (one 8 hour day)

(*NOTE: The above Personal Day shall be approved by the Fire Chief.)

Section 10.2: Qualifying Work

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday unless excused.

Section 10.3: Holiday Pay

An employee working on a holiday (not Personal Day) shall receive double time and a half (2.5) of their regular rate of pay for all hours actually worked on such holiday. Employees not working on a holiday shall receive eight (8) hours pay at their regular rate of pay in addition to accrued benefit pay (vacation pay, compensatory pay, etc.) that may be due to the employee for hours not physically worked.

If the employee chooses, he/she may take an alternative payment of compensatory time in lieu of the additional hours of straight pay (either 36 or 8 hours). This compensatory time is subject to the same terms and conditions as set forth in Article VII, Sec. 7.1 (C) of this Agreement. All hours accumulated as a result of an employee exercising his/her right under this section shall count toward the totals described in Article VII, Sec. 7.1 (C) of this Agreement.

Should an employee work out of class on a holiday, his/her holiday pay shall be based upon the hourly rate of the job classification the employee is working on that holiday.

ARTICLE XI: VACATIONS

Section 11.1: Vacation Leave

The Chief of the Fire Department or his/her designee shall review vacation requests and post a vacation schedule for the following calendar year no later than December 31st. Once vacation schedules have been approved and posted by the Chief of the Fire Department, all subsequent vacation requests shall be on a "first come first served" basis and seniority shall not prevail. Therefore, seniority shall not be used to bump another employee's vacation period. However, in circumstances where more than one employee submits a subsequent vacation request, which is submitted at the same time, seniority shall prevail.

There shall be no "pro-ration" of vacation time. Vacation time must be earned prior to its use and shall be used in no less than twelve (12) hour increments. When an employee is advanced vacation time, and subsequently resigns or is terminated, the Village shall deduct the owed amount from the employee's final paycheck.

Employees terminated by the Employer as a disciplinary measure or those resigning from the Department without at least two (2) week's notice shall forfeit all vacation pay due them at that time.

ARTICLE XII: SICK LEAVE

Section 12.1: Allowance

Sick leave will be granted to regular, full-time employees at the rate of twelve (12) hours paid sick leave for each month of service with no limit on accumulation. However, only four hundred eighty (480) hours of accumulated sick leave will be paid upon:

- (1) Retirement;
- (2) Leaving in good standing;
- (3) If the employee died;
- (4) being terminated (fired) shall not be compensated for any accumulated sick leave hours.

For those employees hired after May 1, 1984, they shall be able to accumulate sick days but there will be no compensation upon separation from the Fire Department.

It is the policy of the Village of Chicago Ridge to provide protection for its full-time employees against loss of income because of illness. All eligible full-time employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

An employee shall be deemed to be abusing sick leave if he:

1. Calls in sick a day before or after another approved day off.
2. Calls in sick a day before or after, or on a holiday.
3. Calls in sick for more than two (2) consecutive days.
4. Calls in sick more than four (4) days in a calendar year.

Such use of sick leave shall not be considered an excused absence unless proof of illness is provided to the Employer. Unexcused absences shall subject the employee to discipline. Should proof of illness be provided to the Employer, the absence shall be deemed excused and shall not count against the employee for purposes of future determination of discipline.

Furthermore, members shall be allowed to deduct not more than twenty-four (24) hours of sick leave to be used as "personal emergency leave", without qualification, on January 1st of each calendar year. If said

All regular, full-time employees shall receive vacation time based on the following schedule, on their anniversary year of employment basis:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
after one (1) year of service through five (5) years of service	ninety-six (96) vacation hours (four (4) vacation days)
commencing on the sixth (6 th) year of service through nine (9) years of service	one hundred forty-four (144) vacation hours (six (6) vacation days)
commencing on the tenth (10 th) year of service through fourteenth (14) years of service	one hundred ninety-two (192) vacation hours (eight (8) vacation days)
commencing on the fifteenth (15 th) year of service through nineteenth (19 th) year of service	two hundred and forty (240) vacation hours (ten (10) vacation days)
commencing on the twentieth (20 th) year of service and thereafter	two hundred and eighty-eight (288) vacation hours (12 vacation days)

Section 11.2: Time of Vacation

An employee may accumulate up to two hundred sixteen (216) vacation hours (9 vacation days) from one anniversary year to the next anniversary year. Any vacation hours in excess of this total accumulation limit of 216 hours shall be forfeited thereafter. Upon the employee's anniversary date, the employee shall add vacation time received pursuant to Article XI, Sec. 11.1 (Vacation Leave) to any such accumulation carried over by the employee into their next anniversary year. The total vacation leave shall then be eligible for the employee's use for the subsequent twelve (12) months.

Vacation time will be given to employees on the following basis, with a maximum of one person per shift off at any one time. However, the Chief of the Fire Department or his/her designee may, at his/her sole discretion without the right of grievance herein, allow more than one person per shift off due to what he/she deems to be extenuating circumstances. Such "emergency vacation time", at the Chief of the Fire Department's discretion, is not required to be taken in twelve (12) hour increments:

Between Oct. 15th and Nov. 15th, of each calendar year, employees may request their vacation preferences for the following calendar year with seniority prevailing within the shift, with the most senior employee having first choice, the next most senior employee having the second choice, and so on. Employees may only schedule their annual allowance on this first selection with no bank hours or other paid leave of absence periods being given seniority preference. Once the employee receives the vacation calendar, he shall have six (6) calendar days to choose his allotment of vacation days. After which, the calendar shall be passed on to the next senior employee. Should an employee fail to return the calendar before the expiration of the six (6) days, he shall forfeit his right to bid on days with seniority preference, and shall instead choose last. If an employee wishes to select additional vacation time, they may do so without such additional time being given seniority preference. Seniority governs only those hours for that year's vacation allowance when requested by the employee between this period (Oct. 15th through Nov. 15th).

"personal emergency leave" is not utilized by the end of the calendar year, it shall revert back to the member's sick leave bank. Use of "personal emergency leave" shall be considered as "time worked" for the purposes of calculating overtime eligibility.

Section 12.2: Optional Buyback

Employees shall be eligible to "cash-in" not more than seventy-two (72) hours accumulated sick leave periods, which shall be deducted from their total sick leave accrual bank. Such option shall be available to the employee once each year, to be exercised during the second payroll period in November.

Section 12.3: Sick Leave Contribution Bank

Employees may contribute a specific amount of their sick leave, not to exceed forty-eight (48) hours per employee, into a bargaining unit employee's sick leave bank, for the purposes of allowing a bargaining unit employee to continue to utilize sick leave even though they have depleted their own sick leave.

Employees may use extended sick leave from the sick leave bank only upon the following circumstances:

1. They are no longer eligible for paid leave of absence or record, such as having depleted their sick leave, vacation leave, and compensatory leave of absences.
2. Due to a serious illness within their immediate family, wherein a member of their immediate family is living in their home, they are required to care for that member of the immediate family during a convalescence period.
3. They are eligible for extended sick leave at the rate of pay appropriate at the time and not at any other contributing employee's rate of pay.

Furthermore, the benefits provided for herein shall be at the sole and exclusive discretion of the Fire Department Chief and such action thereto shall not be subject to the grievance procedures provided for herein.

ARTICLE XIII: WAGES AND COMPENSATION

Section 13.1: Wages

Effective January 1, 2014 and retroactive thereto, the pay schedule for all employees covered herein, employed by the Employer upon the date of adoption of this Agreement, shall be based on the following rate of pay pursuant to the employee's appropriate job classification or rank:

January 1, 2014 Through December 31, 2016

<u>Classification or Rank</u>	<u>January 1, 2014</u>	<u>January 1, 2015</u>	<u>January 1, 2016</u>
<u>Firefighter/Paramedic:</u>			
0 mos. - 1 year	\$45,900.00	\$46,818.00	\$47,754.36
1 year - 2 years	\$51,000.00	\$52,020.00	\$53,060.40
2 years - 3 years	\$65,637.79	\$66,950.55	\$68,289.56
3 years - thereafter	\$71,230.60	\$72,655.22	\$74,108.32

<u>Classification or Rank</u>	<u>January 1, 2014</u>	<u>January 1, 2015</u>	<u>January 1, 2016</u>
<u>Lieutenant:</u>	\$82,812.34	\$84,468.58	\$86,157.95

LONGEVITY PAY SCHEDULE

In addition to the above annual rate of pay, employees shall receive the following longevity increments:

<u>Years of Continuous Service</u>	<u>Longevity Pay Increment</u>
After four (4) years	3% of present
After seven (7) years	2% of present
After ten (10) years	3% of present
After thirteen (13) years	2% of present
After sixteen (16) years	3% of present
After nineteen (19) years	2% of present

*Note: The parties further agree that employees shall not be eligible for any temporary wage increase prior to their retirement in order to increase their pensionable salary.

Section 13.2: Clothing Allowance

The Employer shall pay an initial clothing allowance to newly hired employees of \$500.00. Thereafter, the Employer shall pay annually to all employees a clothing allowance of \$950.00.

Employees not required to wear uniforms shall not be eligible for a clothing allowance, including those employees on a leave of absence during the year.

The Employer shall pay the employee for all changes in the uniform currently worn by the employee. This payment will not be considered the annual clothing allowance.

Any employee being promoted shall receive an additional \$100.00 as compensation for uniform change. This shall be paid on the day of promotion and for that promotion only.

Any payments issued employees pursuant to this Article shall not be considered as part of their regular wage base.

All equipment and "turn out gear" shall conform to OSHA Fire Brigade Standard 29 CFR 1910.156.

ARTICLE XIV: INSURANCE AND PENSION

Section 14.1: Health Insurance

The group health and hospital insurance policy currently in effect shall be maintained by the Employer during the term of this Agreement. However, the parties further agree to impact bargain upon appropriate notice with respect to any insurance cost increases experienced by the Employer.

The Employer agrees to provide such health and hospital insurance policy coverage to all employees covered by the terms of this Agreement and their dependents, paying one hundred percent (100%) of the employee's premium costs and to deduct from the employees monthly earnings the following amounts:

\$102.86 for employees electing single coverage;
\$161.60 for employees electing employee plus spouse coverage;
\$156.20 for employees electing employee plus children coverage;
\$214.94 for employees electing family coverage.

Furthermore, the parties agree herein to the following:

- (1) The Employer shall pay no more than five percent (5.0%) in annual health insurance premium increases for the duration of this Agreement.
- (2) For the health insurance policy period of Nov. 1, 2013 through Oct. 31, 2014, the above employee premium contributions stated herein shall remain at said stated levels.
- (3) For the health insurance policy period of Nov. 1, 2014 through Oct. 31, 2015, the above employee premium contributions stated herein shall increase by not more than twenty dollars (\$20.00) monthly.
- (4) For the health insurance policy period of Nov. 1, 2015 through Oct. 31, 2016, the above employee premium contributions stated herein shall increase by not more than twenty dollars (\$20.00) monthly.
- (5) For the health insurance policy period of Nov. 1, 2016 through Oct. 31, 2017, the above employee premium contributions stated herein shall increase by not more than twenty dollars (\$20.00) monthly and shall only increase if the Village realizes a premium increase for that premium year.
- (6) The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized representative of the Employer, as necessary prior to the end of the policy year but shall meet at least once annually. The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits. The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Employer shall have the final authority to approve/disapprove such recommendations by the advisory committee members.

Nothing in this Section shall preclude remaining departments (ie: public works; administration; police) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

- (7) Pursuant to appropriate documentation, the employee is responsible for payment in the amount of fifty percent (50%) of any actual costs imposed upon the Village for providing insurance coverage contained herein that is outside that of the actual premium costs, such as taxes and fees assessed through the "Federal Affordable Health Care Act" and other related statutes. Said payments shall be through appropriate bi-weekly payroll deductions.

(1) For those employees hired by the Employer prior to January 1, 2011, the Employer is to continue to pay all life and hospitalization policy coverage costs for employees entering into retirement or duty related disability, under the following terms and conditions:

Retiring Employees: Said coverage shall be for a ten (10) year period immediately following date of retirement. (Those employees hired April 1, 1997 or thereafter shall be required to have worked for the Village for at least twenty (20) years and be at least fifty (50) years old in order to be eligible for benefits provided for herein.)

Upon retirement, the retired employee shall pay twenty-five percent (25%) of the monthly premium cost for the ten (10) year period. Thereafter, the retired employee shall be responsible for one hundred percent (100%) of the full premium cost in order to remain covered/eligible. Upon reaching medicare eligibility, the retired employee may elect to maintain said health insurance coverage as a secondary supplemental health insurance to their medicare coverage, at their full cost with no additional cost to the Employer.

Furthermore, only those employees hired prior to January 1, 2011 may approve any changes to the benefit levels provided for herein with regard to health insurance benefit coverage after retirement.

Eligibility for benefit coverage, under this Section 14.1 shall cease upon the former employee reaching MEDICARE eligibility. Furthermore, both the Union and the Employer realize the necessity of continuity in proper staffing. It is beneficial to both parties to facilitate the hiring, training, and/or promotion of a retiring employee's replacement. Therefore, in order to be eligible for the abovementioned retirement insurance benefits, the retiring employee must notify the Fire Chief, in writing, of his/her intent to retire no later than ninety (90) days prior to his/her intended retirement date. The Fire Chief will make exceptions in the event of any unforeseen circumstances that make advance notice impossible. Such events include, but are not limited to: Death or catastrophic injury/illness to the employee's spouse or child; career ending injury/illness of the employee; or, advisement of the employee's physician to cease employment. Any denial of retirement insurance benefits is expressly subject to the Grievance Procedures contained herein.

(2) **Duty Related/Disability Pension:** The Employer shall adhere to Article XVI, Sec. 16.7 (In Line of Duty Injury) under circumstances where the employee sustains a duty-related injury/disability. After the first 12 mos. of such duty disability (date of initial injury causing such disability), under the terms of Art. XVI, Sec. 16.7, the employee shall apply for disability pension benefits wherein they shall remain eligible for continued health insurance coverage pursuant to the "Public Safety Employees Benefit Act", as hereinafter amended. (820 ILCS 320/et.seq.)

(3) **Killed In Line of Duty:** The Employer shall adhere to the "Public Safety Employees Benefit Act", as hereinafter amended (820 ILCS 320/et.seq.) in the event that the employee is killed in the line of duty or suffers a catastrophic injury.

Section 14.2: Life and Disability Insurance

The present term life insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) and the combined disability insurance associated with such policy will be maintained during the term of this Agreement, with the Employer paying the entire cost of the employee's premium.

Section 14.3: Dental Coverage

Employees covered by this Agreement shall continue to receive the present dental insurance being provided by the Employer under the same terms and conditions as other Village employees, with the Employer paying premium costs thereto.

Section 14.4: Optical Coverage

Optical coverage shall be provided with the premium paid by the Employer.

Section 14.5: Compliance

During the term of this Agreement, the Village will not adopt any ordinances or other municipal legislation which would modify or alter the benefits which employees covered by this Agreement are eligible to receive under the State's workers' compensation statute, as hereinafter amended.

While on injury leave, the employee agrees to sign over or otherwise return to the Village, all temporary total disability (TTD) payments received from Worker's Compensation Insurance, which duplicates salary already paid by the Village.

Section 14.6: Health Insurance Opt-Out Reimbursement

Any employee (including employees whose spouse is also a Village employee), who does not want to be covered by the Village health insurance program may decline such coverage. Those declining such coverage shall be eligible to receive an annual lump sum payment equal to fifty percent (50%) of the savings realized by the Village. They shall be eligible for said payment in November of each calendar year for said savings realized by the Village during the prior health insurance policy year.

For the purposes of this Section, the "Opt Out" period shall be defined as Nov. 1st through Oct. 31st of each calendar period.

Due to the fact that health insurance coverage is essential to the individual, no employee shall be allowed to "opt out" (decline health insurance coverage) unless they can provide adequate proof of alternative health insurance coverage under an alternative health insurance program AND that they execute a Waiver of Health Insurance form.

If an employee loses such alternative health insurance coverage during the "opt out" period, the employee shall be eligible to re-enroll into the Village's health insurance program in accordance with applicable rules/policy of the health insurance provider. The employee will also be required to refund to the Village that portion of any cash reimbursement issued by the Village, pro-rated according to the length of time the employee was not covered by alternative health insurance. This refund to the Village shall be paid to the Village in a lump sum amount at the time of their re-enrollment. An employee participating in the "Opt Out" program stated herein may also elect to re-enroll in the Village's health insurance program during any applicable open enrollment period provided by the Village's health insurance carrier.

ARTICLE XV: RETIREMENT CONVERSION
(Post Employment Health Care Fund)

Section 15.1: Post Employment Health Care Fund

The PEHCF savings account shall be the Group Benefits Association's ~~VEBA~~ Plan as recommended by the Illinois Public Pension Fund Association, unless otherwise agreed by the parties. Upon adoption and approval of the Plan document, by the parties herein, the Village shall endorse and implement the terms and conditions of the Plan.

Funding of this Plan shall be through use of accumulated sick leave and compensatory time.

Retired employees shall utilize the PEHCF to provide payment for Plan eligible medically related expenses

on a tax-free basis. Contributions to the Plan and utilization of funds shall be in accordance with the Plan provisions and all applicable IRS rules and regulations.

The approval and implementation of this Plan is contingent upon the Village being in receipt of appropriate IRS Ruling Letter of approval and provided there is no cost to the Village related to the establishment and administration of a PEHCF savings account, other than payment of accumulated sick leave and compensatory time provided for herein. Furthermore, the Plan shall contain provisions holding the Village and Union harmless and without any liability with regard to the administration and payment and investment of employee funds. The Plan shall indemnify and hold the Village and Union harmless against any claims regarding administration and payment of funds within the Post Employment Health Care Fund (PEHCF).

Section 15.2 Sick Leave Conversion

(a) Contribution During Employment:

No later than January 15th of each year, an employee's unused sick leave in excess of 600 hours shall be deposited into their VEBA account, not to exceed 144 hours annually.

(b) Contribution Upon Retirement:

Upon retirement, the employee shall have all accrued sick leave, not to exceed 480 hours, deposited into the employee's VEBA account and shall not be eligible for cash payment thereof.

Section 15.3 Compensatory Time Conversion

(a) Contribution During Employment:

No later than January 15th of each year one hundred percent (100%) of the employee's unused compensatory time shall be deposited into the employee's VEBA account, with said amount being the compensatory time remaining of record as of October 31st of the previous year.

(b) Contribution Upon Retirement:

Upon retirement, the employee shall have all accrued unused compensatory time of record deposited into the employee's VEBA account.

(c) Grandfathering of Employees

1. Notwithstanding any provision to the contrary, employees with twenty (20) or more years of continuous services, as of November 12, 2009, shall be eligible for seventy-five percent (75%) of all accumulated unused sick leave upon retirement to be paid directly into their VEBA account that is in effect at the time of the employee's retirement.
2. Employees without twenty (20) years of continuous service, as of November 12, 2009, shall not be eligible for the benefit referred to in Paragraph 1 above.
3. This subsection is non-precedential and shall not be relied on by any party in any future interest arbitration or other litigation except as is necessary to enforce its terms.

4. Unless mutually agreed to otherwise, the parties herein are precluded from and waive any right to negotiate or otherwise litigate this benefit and eligibility for present and/or future employees of the Chicago Ridge Fire Department.

Section 15.4 Contingency/Payroll Deduction

So long as administratively possible without additional cost to the Employer, effective January 1, 2012, one percent (1.0%) of the employee's gross earnings shall be deposited into the VEBA account as a payroll deduction.

The terms and conditions provided for within Article XV shall remain contingent upon appropriate IRS rulings that VEBA contributions mandated herein shall not be considered "income" and shall not be taxable to the employee and that the Village shall not be required to pay any amount of FICA taxes customarily associated with wages. Otherwise, the terms and conditions of this Article XV shall become null and void and the parties shall be obligated to renegotiate this matter subject to impasse resolution as provided for in Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315/14.

ARTICLE XVI: LEAVES OF ABSENCE

Section 16.1: Funeral Leave

When death occurs in the immediate family of any employee of the Fire Department and the employee attends the funeral, the employee shall be paid for one (1) twenty-four hour (24hr) normally scheduled workday and allowed that time off duty. For purposes of this section, members of an employee's immediate family shall include:

Spouse; Parent; Child; Brother; Sister; Grandparent;
Significant Other (as defined by statute); and any
relative who resides under the employee's household.

In the event of the death of an employee's in-laws, their immediate family shall additionally include:

Mother; Father; Sister; and, Brother.

The Fire Chief or his/her designee, in his/her discretion, may approve additional time off pursuant to this section for special circumstances.

Section 16.2: Leave Time

All other leave time policies of the Village of Chicago Ridge currently in effect shall be maintained, except a leave of absence may be granted up to 365 days with the approval of:

- (1) The Chief of the Fire Department;
- (2) The Fire and Police Commission;
- (3) No benefits shall be paid by the employer during said leave of absence;
- (4) The employee may elect to pay for these benefits.

Section 16.3: Jury Duty Leave

Employees covered herein called to court or jury duty will be granted a special leave of absence with pay. Employees shall be paid the difference between salary for time lost and jury fees received (excluding

travel fees and personal expenses), whenever the salary lost exceeds the sum of jury fees received for normally scheduled working days.

Jury duty pay allowances are subject to the following guidelines to aid in equitable administration for such allowance:

(a) Employee summoned for jury duty should notify and submit the notice to his superior as soon as possible.

(b) When the jury is not meeting, the employee will be required to report to work. Likewise, the employee may be required to report to work before and/or after the daily jury duty as time and circumstances warrant.

(c) Upon completion of the tour of jury duty, the employee will obtain and submit to his/her supervisor documentation of the period of time so served and jury fees obtained.

Section 16.4: Maternity Leave

A leave of absence shall be granted for maternity upon request. Such request shall be presented in writing to the employee's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the employee and the employee's physician.

Section 16.5: Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 16.6: Elective Educational Leave

Employees covered by the terms of this Agreement may be granted, upon prior written request and approval by the Chief of the Fire Dept. or his/her designee, a leave of absence without pay, not to exceed a period of one (1) calendar year. However, the employee shall not experience any loss in their regular rate of pay if directed to attend any school or seminar by the Employer when such occurs during their regularly scheduled work period.

Any employee covered by the terms of this Agreement, who enrolls in an accredited course of continued education that specifically relates to the field of fire fighting, shall have their tuition (excluding mileage, tolls and parking but excluding travel time) for such educational course(s) reimbursed in the following manner, when such is taken outside their regularly scheduled work period:

Grade of 75%, "C" or above, or "Pass"

All above reimbursements shall be issued after satisfactory completion of the course(s) and shall be subject to the following maximum ("caps") payments:

- (a) individual employee maximums of \$10,000.00 during their term of employment; and,
- (b) individual employee annual maximum payment of \$1,000.00.

The Employer shall deduct and be entitled to reimbursement from any such employee, for any and all such costs paid to the employee, upon their resignation from employment, pursuant to the following:

100% reimbursement if resigning within one (1) year of completing such program and/or courses;
50% reimbursement if resigning within two (2) years;
25% reimbursement if resigning within three (3) years.

The Employer is authorized herein to withhold any amounts appropriate pursuant to this Section from the employee's final paycheck.

Section 16.7: Seniority & Benefit Accrual While On Disability Leave of Absence

Employees covered by the terms and conditions of this Agreement, who sustains an injury in the line of duty, shall be covered by the provisions of the "Public Employee Disability Act" (5 ILCS 345/1 et.seq.), as hereinafter amended. During said disability leave, up to one (1) year in relation to such duty related injury, the employee shall continue to receive full pay and full accrual of benefits on the same basis as he/she was paid before the injury. Under such circumstance, the employee shall endorse any benefit payments received (worker's compensation) over to the Village.

However, upon the expiration of one (1) year from the duty related injury, the employee shall no longer be paid under such basis by the Village and shall no longer continue to accrue any form of economic benefits, nor be eligible for same, under the terms and conditions of this Agreement. Any such benefits of record at the time shall remain for the employee's use.

Seniority shall not accrue during any form of leave of absence in excess of the above one (1) year period from a duty related injury. The employee shall not be exempt from layoffs by virtue of this Section.

Section 16.8: FMLA

The Employer shall adhere to and abide by the provisions of the Federal "Family Medical Leave Act" of 1993, as hereinafter amended.

ARTICLE XVII: GENERAL PROVISIONS

Section 17.1: Driver's License

Employees designated by the Employer may be required, as a condition of continued employment, to obtain and maintain an operating telephone in their place of residence and/or wireless phone; and, to obtain and maintain a driver's license necessary and appropriate for employment related use. Any such employee so required to maintain such employment related license must immediately notify Employer of suspension or loss of such license. Failure to notify Employer pursuant to this Section may constitute grounds for immediate dismissal.

Section 17.2: Work Rules/Policy Changes

The Employer may adopt, change or modify reasonable work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Union representative shall be given ten (10) working days prior notice, absent emergency circumstances, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. Such changes shall automatically take effect without further notice upon expiration of the above ten (10) working day period.

Section 17.3: Survivor Benefit

The Employer agrees to defray all reasonable funeral and reasonable burial expenses of any employee covered by this Agreement killed in the line of duty.

Section 17.4: Eye Glass Replacement

The Employer agrees to repair or replace as necessary an employee's eye glasses, contact lenses, and prescription sun glasses, if such was damaged or broken, if during the course of the employee's duties the employee is reasonably required to exert physical force or is attacked by another person in the performance of their assigned duties. Such incident shall be reported immediately to the employee's immediate supervisor.

Section 17.5: Inoculations

The Employer agrees to pay all expenses for inoculations or immunization shots for the employee when such becomes necessary as a result of said employee's exposure to contagious diseases where such employee has been exposed to said disease in the line of duty.

Section 17.6: Gratuities Prohibited

Employees shall neither solicit nor accept personal gifts, fees, tips, or other forms of remuneration offered because of the employee's performance of job duties, functions, responsibilities or position as an employee and shall be subject to immediate discharge for any infraction hereof.

Section 17.7: Personal Use of Village Equipment

Employees covered by terms of this Agreement shall not use Village vehicles and/or other equipment for personal use unless specifically authorized by their supervisor, who maintains the sole discretion to specify the terms and conditions for such use, as well as its duration. Failure to adhere to this section shall constitute grounds for discipline, appropriate under the circumstances.

Section 17.8: Residency

- (a) Employees covered by the terms and conditions of this Agreement shall maintain their domicile and bona fide place of residence within the following specific boundaries during all periods of service with the Village of Chicago Ridge:

East:	state line
North:	Route 290
	Route 88
West:	Route 88
	Route 53
South:	Route 30

However, should any of the above boundaries intersect with any metropolitan suburban community, that entire community corporate boundaries shall be considered within the boundaries prescribed herein, with the clear understanding that this does not apply to any intersection with the corporate boundaries of the City of Chicago, which is not considered as being within the boundaries prescribed herein.

- (b) If any person affected by this section fails to comply with its provisions, he or she shall be immediately discharged and their employment shall be terminated by the Fire Chief without regard

to any action or deliberation by the Board of Fire and Police Commission or relevant rules and regulations thereto.

- (c) Any person affected by this section who shall move their bona fide residence outside the above specific boundaries while so employed by the Village shall submit their resignation forthwith or otherwise have their employment terminated pursuant to the provisions of this section.
- (d) All newly hired employees shall establish their domicile and bona fide residence within the above specific boundaries within six (6) months after their successful completion of their probationary period. Any such employee failing to do so shall submit their resignation forthwith or otherwise have their employment terminated pursuant to the provisions of this section. However, upon a showing of reasonable cause, the Fire Chief maintains the authority to extend such time period provided for herein up to an additional six (6) months. Action taken by the Fire Chief hereunder shall not be subject to the grievance procedures contained in this Agreement.
- (e) The terms and conditions of this section shall be applied prospectively only (as of November 20, 2001), however, if an employee who is employed by the Village prior to November 20, 2001 lives, resides or otherwise maintains a bona fide residence outside the above specific boundaries stated herein, then their continued employment shall not be affected; provided however, that any such employee who subsequently moves their bona fide residence shall then be subject to the requirements of this section in that their employment shall be terminated should they change their bona fide residence outside of the above specific boundaries subsequently.

Any exceptions to these boundaries may be approved by the Village Board of Trustees upon written request of the employee.

Section 17.9: Outside Employment

No employee covered herein shall engage in any additional employment outside that of their regular employment with the Village of Chicago Ridge. Any employee who desires to obtain secondary employment shall submit such request to the Chief of the Fire Dept. or his/her designee, who may reasonably grant/deny such request. Any requesting employee may be requested to furnish proof of insurance coverage for such secondary employment or alternatively execute a waiver holding the Village harmless for any injury sustained during such secondary employment or a result thereof. No benefits provided under the terms of this Agreement shall be issued to such employee due to an injury or illness contracted while performing such secondary employment.

Section 17.10: Training & Reimbursement Agreement

Employees shall be required to execute the appropriate "training and reimbursement agreement" required of them by the Employer in relation to Employer mandated expenditures (State accredited fire academy) for the hiring of new employees and shall be subject to discipline upon refusal to so execute. (Please refer to Appendix, attached hereto and made an integral part hereof.)

Section 17.11: Smoking Prohibition

No employee covered by the terms and conditions of this Agreement shall smoke while in any public building, including within the living quarters of the Fire Station(s). However, the Employer shall designate areas wherein smoking is permitted.

Section 17.12: Restrictive Duty

The following "restrictive duty" policy for bargaining unit members is as follows:

An employee placed on restrictive light duty by a physician shall, so long as such restrictive light duty is available at the time, return to duty under the following guidelines:

- A. Said employee shall be placed on a temporary light duty schedule of assigned duties, working his or her regularly assigned duty shift;
- B. Shall not be eligible to work any shift overtime assignments or be eligible for "swap" time during such restrictive light duty period; but may be eligible for overtime assignments that are commensurate with their skills, certifications, or position within the Department so long as assignments are within the employee's restrictions, upon the sole and exclusive discretion of the Chief or his/her designee;
- C. Not be assigned duties detrimental to their temporary medical condition and shall not involve "make work" but shall consist of bona fide work assignment related to, or in support of, the Departments fire suppression, fire prevention and/or emergency response missions;
- D. Restricted duty assignments will not create a new job classification and will incorporate or modify an existing position on a temporary basis;
- E. Restrictive duty assignments shall be available to the employee for not more than twelve (12) consecutive months whereby after said twelve (12) consecutive months, the employee shall either be released for full duty assignment without restrictions or shall be subject to the provisions of the Illinois Public Employee Disability Act;
- F. If an employee is not issued restrictive duty assignment at the time of request, they shall be considered ineligible for restrictive duty during the duration of the illness at issue;
- G. Employees may make application for restrictive duty for "off duty" injury or illness;
- H. Nothing herein shall be construed to either expand or contract the provisions of the Illinois Public Employee Disability Act, provided however that if an employee was receiving benefits under said Act immediately prior to returning to work on a restricted duty assignment, the period of time that the employee works in a restricted duty assignment tolls the running of the twelve (12) month period of benefits under said Act;
- I. Said employee shall be assigned duties within their temporary light duty physician restrictions; and,
- J. Be paid their appropriate rate of pay for all hours worked within their regular duty shift assignment.
- K. Employees on restrictive duty shall be allowed to attend physical training and/or medical visits associated with their "on the job injury" during their assigned duty shift without being required to take any sick leave so long as there is no reasonable belief or pattern of abuse showing that the

employee is scheduling such physical training and/or medical visits exclusively on their assigned duty shift and not on their days off.

- L. Employees on restrictive duty shall not be eligible for overtime payment for periods when they attend physical therapy and/or medical visits associated with their "on the job injury" when such occurs during their days off.

ARTICLE XVIII: EMPLOYEE DISCIPLINE

Section 18.1: Employee Discipline

The Fire Department Chief has the sole and exclusive authority over disciplinary actions up to and including discharge matters.

Section 18.2: Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. Discipline shall be imposed for just cause only (with the exception of probationary employees, who shall not be subject to the provisions contained within this Article and shall not have the ability to "grieve" disciplinary action. The level of discipline may be dependent upon the nature and severity of the alleged offense without regard to the progressive steps contained herein and shall be appropriate under the circumstances. Discipline shall be limited to:

oral reprimand
written reprimand
suspension
discharge

Any form of discipline shall be subject to the Grievance Procedures and pursuant to action taken solely by the Fire Department Chief. However, the parties fully recognize and agree that "oral reprimand" issued by the Employer shall not be subject to the grievance procedures.

Any disciplinary action or measure imposed upon an employee shall be processed solely through the grievance procedures. In such matters of "discharge", the provisions of the Illinois Firefighters Bill of Rights (50 ILCS 745/1 et.seq.) shall apply.

Any disciplinary action imposed shall be conducted in a manner that will not embarrass the employee before other employees or before the public.

All discipline must be administered within forty-five calendar (45) days of the date of the alleged offense becoming known to the Employer or from when he/she reasonably should have known.

Section 18.3. Meeting Prior To Disciplinary Action

For discipline other than oral and written reprimands, the Employer shall notify the affected employee and then shall meet with the employee and Local Union representative (if so requested by the affected

employee). The purpose of this meeting is to inform the employee of the reason for such contemplated discipline. While the employee maintains the right for Local Union representation at such meeting, it shall not be inordinately delayed. The employee and his/her representative shall be afforded ample opportunity to rebut and defend any reasons for the contemplated disciplinary action. If an employee does not desire Local Union representation, the representative shall be afforded an opportunity to be present at such meeting but shall not participate as the employee's representative.

Section 18.4. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee, where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Local Union representation at such interview. If the employee desires such representation, no interview shall take place without the presence of a Local Union representative, so long as it is not inordinately delayed. The role of the representative is to assist the employee in clarifying pertinent facts and to offer the employee advice and counsel.

Section 18.5. Bill of Rights

If the inquiry, investigation or interrogation of an employee results in the recommendation of some disciplinary action other than oral or written reprimand, such as suspension or discharge, then, before taking such action, the Employer shall follow the appropriate procedures set forth in the "Illinois Fireman's Disciplinary Act" (50 ILCS 745/1 et. seq.)

Section 18.6: Limitation

Disciplinary action under this Agreement does not prohibit the Employer from using a more severe measure, including immediate discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to the Employer. Such shortcomings while the employee is on duty are: possession of a controlled substance or alcohol; intentional destruction or theft of Village or private property; physical contact on the job which is of violent and/or abusive nature; appearing for work under the influence of drugs or alcohol or other non-prescribed controlled substance that may impair an employee's ability to perform any of the duties required. Nothing contained in this Section shall relieve the parties from laws, ordinances or future benefits that call for rehabilitation of such activities.

Section 18.7: Fire Fighting Responsibilities

The parties hereto recognize the inherent reasonable levels of acceptable professional conduct of employees within the Fire Department as firefighters responsible to the public, and shall not knowingly act in any way, which would be detrimental to the employer.

Section 18.8: Removal of Discipline

Any written disciplinary notice in an employee's personnel file shall be expunged from such file after three (3) years from the date of the last occurrence if there has been no recurrence of the type or kind of conduct giving rise to such disciplinary notice.

ARTICLE XIX: DRUG AND ALCOHOL TESTING

Section 19.1: Statement of Policy

It is the policy of the Village of Chicago Ridge that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village has the right to expect its employees to report to 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 employees and the general public.

Section 19.2: Definitions

(a) **Restricted Period:** A "restricted period" means the following:

- (1) any time the employee is entitled to compensation from the Employer pursuant to a provision of this Agreement, other than non-work hours for which an employee is entitled to compensation;
- (2) any time the employee is present on the Employer premises, in vehicles owned and maintained by the Employer; or
- (3) any time the employee is operating a vehicle or equipment owned or leased by the Employer.

(b) **"Drug":** A "drug" is any non-prescribed controlled substance to which the employee is not authorized to possess or consume by law.

(c) **Positive Test Result:** A "positive test result" means that a test performed:

- (1) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of .02% or more;
- (2) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of less than .02%, if it can be determined from the test(s) performed on that specimen and in accordance with acceptable medical standards that the ethyl alcohol concentration was .02% or more during a restricted period;
- (3) on a urine specimen provided by the employee detected any amount of a drug.

(d) **Reasonable Suspicion:** "Reasonable Suspicion" shall be defined as an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol, or is using, in possession of or selling drugs or alcohol. Circumstances which may constitute a basis for determining "reasonable suspicion" may include, but is not limited to:

- (1) a pattern of abnormal or erratic behavior; or
- (2) a work-related accident as a result of the employee's negligence resulting in excess of \$500.00 in damage and/or personal injury; or
- (3) direct observation of drug or alcohol use; or
- (4) presence of the physical symptoms of drug or alcohol use (i.e.: glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

Section 19.3: Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing drugs or alcohol (unless in accordance with duty requirements) at any time during a restricted period, including when in the employee's personal vehicle while engaged in the Employer's business;
- (b) illegally selling, purchasing or distributing any drug or alcohol during a restricted period, unless in accordance with duty requirements;
- (c) being under the influence of drugs or alcohol during a restricted period;
- (d) excessive use of legal drugs during a restricted period;

- (e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs that they are taking.

Section 19.4: Testing Conditions

- (a) The Employer shall have the right to require an employee to submit to drug or alcohol testing, pursuant to the terms of this Article, where "reasonable suspicion" exists that the employee is in violation of the above prohibitions stated in Section 19.3. At least two (2) supervisory personnel, who may be a member of the bargaining unit represented by the Union, must certify their "reasonable suspicion" concerning the affected employee prior to any order to submit to drug or alcohol testing authorized herein. The Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from these facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union and/or legal counsel at the time the order is issued. No employee shall be questioned without first being afforded the right to Union representation and/or legal counsel. However, the employee shall complete the test requested by the Employer within one (1) hour of issuance of the order. Failure to consult with a representative of the Union and/or legal counsel shall not serve to mitigate the result of said test. Refusal to submit to such testing may subject the employee to discharge, but the employee's taking of such test shall not constitute a waiver of any objection or rights that the employee may have.
- (b) Prior to completion of a probationary period, a probationary employee may be required to supply blood or urine testing without the requirement of "reasonable suspicion".
- (c) The Employer may require an employee to supply a blood or urine sample for testing prior to reinstatement to active status following any unpaid leave of absence in excess of thirty (30) days without the requirement of "reasonable suspicion".
- (d) The Employer may require an employee to supply a blood or urine sample for testing as a condition of the promotional process or for initial employment with the Employer, without the requirement of "reasonable suspicion".

Section 19.5: Testing Procedures

In conducting the testing authorized by this 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 being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) Insure to the best of the Employer's knowledge and belief that the laboratory or facility selected conforms to all SAMHSA 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 employee covered by this Agreement shall be permitted at any time to become a part of such "chain of custody");
- (d) Provide each employee tested with a copy of all information and reports received in connection with the testing and the results;
- (e) Insure that no employee 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 discontinued in the event of a negative test result reported to the Employer.

Furthermore, to the best of the Employer's knowledge and belief, the clinical laboratory or hospital facility conducting the tests shall be responsible for:

(a) Collecting a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside, reserved for later testing if requested by the employee.

(b) Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure.

(c) Confirm any sample that tests positive in the initial screening for drugs or alcohol 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 or drug metabolites.

(d) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests.

(e) Be required to report to the Employer that the blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular "drug". The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e.: billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the employee's interests.

(f) With regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

Section 19.6: Employee Right to Grieve

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

tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement.

Section 19.7: Discipline

(a) **Positive Test Results:** Where the employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to discipline appropriate under the circumstances, pursuant to the provisions of this Agreement. However, when the employee is taking prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the employee has notified the Employer of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discipline. (The Employer may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.)

(b) **Refusal To Provide A Blood or Urine Specimen:** An employee's refusal to provide a urine and/or blood specimen for laboratory testing, when requested by the Employer, shall constitute cause for discharge of the employee. An employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide a specimen. If an employee is physically unable to provide a urine

specimen when requested by the Employer, the Employer may request a blood specimen for laboratory testing.

(c) **Tampering With or Substitution Of A Specimen:** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for discharge of the employee who engages in such activity.

(d) **Felony Conviction:** The conviction of an employee for any felony a legal element of which requires proof of the possession, sale, use or distribution of a drug shall constitute cause for discharge, whether or not such felony occurred during a restricted period.

Section 19.8: Voluntary Request For Assistance

The employee shall not be subject to disciplinary action when voluntarily seeking treatment, counseling or other support for drug or alcohol related problems. All such requests shall be confidential and any information received by the Village shall not be used in any manner adverse to the employee's and/or Village's interests. However, the Employer shall not be obligated to retain the employee on active status throughout the period of such rehabilitation if it is appropriately determined that the employee's current use of drug or alcohol prevents such employee from performing his/her duties or whose continuance on active status would constitute a direct threat to property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave of absence periods or take an unpaid leave of absence, at the employee's option, pending completion of such rehabilitative treatment. The foregoing shall not limit the Employer from imposing appropriate disciplinary action if the employee subsequently fails to successfully complete such rehabilitative treatment.

ARTICLE XX: LABOR MANAGEMENT MEETINGS

Section 20.1: Labor Management Meetings

The Union and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and representatives of the Employer. Such meetings may be requested by either party by placing in writing, not less than seven (7) days in advance, a request to the other for a "labor management conference" stating the specific items to be discussed. Such meetings shall be limited to:

- (a) discussion on the implementation and general administration of the Agreement;
- (b) a sharing of general information of interest to the parties; and,
- (c) work safety.

Section 20.2: Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and employees on duty at the time shall not experience a loss of pay for attending such meetings. Grievances being processed under the grievance procedure shall not be considered at "labor management meetings", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings, with the exception of Section 17.1(B) of this Agreement.

ARTICLE XXI: PERSONNEL FILES

Section 21.1: Personnel Files

An employee's personnel file shall be made available for inspection by the employee or a designated representative thereof upon written request by the employee. All requests for file inspection shall be governed by the Illinois Employee Access To Personnel Records Act, as amended, 820 ILCS 40/1. An employee involved in a pending grievance may designate in writing a Union representative to inspect his personnel file pursuant to the terms of the Act set forth above.

ARTICLE XXII: PROMOTIONS

Section 22.1: General

Unless otherwise provided for herein, within Article XXII, promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of the Illinois Fire Department Promotions Act (50 ILCS 741/1), as hereinafter amended. Furthermore, the parties agree herein that any subsequent amendment, revision or otherwise repeal of said Act shall supercede and take precedence over any conflict within this Labor Agreement. A copy of said Act is attached hereto as an "Appendix" and any and all "grievances" filed with regard to any dispute arising from administration of said Act and/or the terms of this Article XXII shall be filed directly at STEP II of the Grievance Procedures contained herein.

Section 22.2: Vacancies

This Article applies to promotions to vacancies in the ranks of Lieutenant. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or 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 a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 22.3: Eligibility

All promotions shall be made from employees in the next lower rank who have at least five (5) years of seniority in the Fire Department and have attained the certification by the Illinois State Fire Marshal of Fire Officer I. Anniversaries of service which affect eligibility will be considered to occur on the employee's date of hire.

Section 22.4: Rating Factors and Weights

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

1. Written Examination: 40%
2. Seniority: 10%

3. Ascertained Merit: 25%
4. Subjective Component: 25%

Section 22.5: Test Components

A. Written Examinations: The written examination shall be based on the subject matter outlined in the Act, Section 35(a). However, any other provision to the contrary notwithstanding, an employee cannot be eligible to take the written examination until they have reached at least five (5) years with the Department and have attained the certification by the Illinois State Fire Marshal of Fire Officer I.

B. Seniority Points: Five Seniority points shall be awarded for each year of service with the Chicago Ridge Fire Department, up to a maximum 100 points, as provided for below. Only time served in the capacity of full-time employee shall count towards seniority points.

C. Ascertained Merit: The basis for awarding ascertained merit points shall be posted in accordance with the Act. Twenty (20) ascertained merit points shall be awarded for each of the following certifications, not to exceed a total 100 points: (1) Illinois State Provisional Fire Officer II; (2) Illinois State Certified Hazardous Materials Technician; (3) Illinois State Certified Fire Apparatus Engineer; (4) Illinois State Certified Fire Investigator; (5) Associates or Bachelor's Degree; (6) Fire Prevention Officer I. Furthermore, candidates shall have no less than thirty (30) calendar days from the announcement of the promotional exam to produce proof that they have acquired the appropriate certification(s).

D. Subjective Evaluation: If points are to be awarded for subjective evaluation, they shall be awarded in accordance with Section 50 of the Act. Furthermore, if Chief's points are to be awarded, they must be based on a set of mutually agreed to subjective criteria and shall not

compose more than twenty percent (20%) of the total subjective component score. The criteria on which the Chief's points are to be based shall be submitted to the candidates in writing no later than thirty (30) days prior to their application. The remaining points awarded for this subjective component score shall be based upon evaluation by an impartial third party.

E. Veteran's Preference Points: Veterans preference points will be awarded in accordance with Section 55 of the Act.

Section 22.6: Scoring Of Components

Employees who have signed up and are eligible to take the promotional exam are to be notified by **certified mail** of the dates, times, and locations of the promotional exam components no later than 30 days prior to administration of the first component of the exam.

At least ten (10) days prior to the administration of the written exam, the preliminary promotional list shall be sent by regular mail service to all candidates. Additionally, aforementioned list shall be posted in a place readily accessible to all candidates no later than seven (7) days prior to the administration of the written exam.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighing factor assigned to the component on the test and the scores of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

A candidate on the preliminary promotional list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file, a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be posted in the workplace and copies provided to the Union and all candidates.

Section 22.7: Right To Review

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference, shall be entitled to a review of the matter by the appointing authority. Any disputes as to such matters shall be resolved and remedied by filing a grievance as provided for herein.

Section 22.8: Order Of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotional list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest ranking person shall be subject to resolution in accordance with the grievance procedures provided for herein.

Section 22.9: Maintenance Of Promotional List

Final eligibility lists shall be effective for a period of two (2) years. The Employer shall take all necessary steps to ensure that the Village of Chicago Ridge Police and Fire Commission maintain in effect current eligibility lists so the promotional vacancies be filled no later than sixty (60) days after the occurrence of the vacancy.

ARTICLE XXIII: NON-DISCRIMINATION

Section 23.1: Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 23.2: Non-Discrimination

The Employer shall not discriminate against employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age,

religion, disability, or national origin of the employee; nor activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Employer shall comply with all applicable laws. Employees shall not be assigned or re-assigned or have any of their duties changed for reasons prohibited by this section.

Section 23.3: Use of the 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.

It is understood by the Employer and the Union that unless otherwise stated in an individual Article or Section all parts of the Agreement apply equally to employees covered herein by the terms of this Agreement. Such terms as employee, etc. shall carry equal weight for the purpose of this Agreement and shall unless otherwise stated be understood to include all employees.

ARTICLE XXIV: COMPLETE AGREEMENT

Section 24.1: Complete Agreement

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

ARTICLE XXV: SAVINGS CLAUSE

Section 25.1: Savings Clause

If any provision of this 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.

All provisions of this Agreement shall supersede any and all conflicting Village Board ordinances and/or resolutions adopted prior to or after the execution of this Agreement.

ARTICLE XXVI: DURATION AND SIGNATURE

Section 26.1: Term of Agreement

This Agreement shall be effective upon its adoption and shall remain in full force and effect until **December 31, 2017**. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have

... given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 26.2: Continuing Effect

Notwithstanding any provision of this Article of Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 26.3: Reopener

The parties agree herein to commence successor agreement negotiations no later than **September 1, 2017**.

Section 26.4: Economic Reopener (2017)

Any other provision to the contrary notwithstanding, the following "economic" provisions of this Agreement shall be subject to "reopener negotiations" between the parties commencing no later than November 1, 2016: Article VII (Hours of Work and Overtime); Article X (Holidays); Article XI (Vacations); Article XII (Sick Leave); and, Article XIII (Wages). (NOTE: Pursuant to Art. XIV, Sec. 14.1, Health Insurance remains subject to "reopener negotiations" annually through the duration of this Agreement.)

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 18th day of November, 2014.

FOR THE EMPLOYER:



Hon. Charles Tokar
Village President



Hon. George Schleyer
Village Clerk



George Sheets
Chief of Fire Dept.
Village of Chicago Ridge

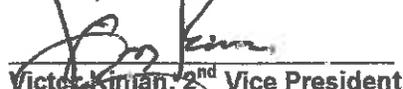
FOR THE UNION:



Chris Schmelzer, President
I.A.F.F. Local No. 3098



Brian Weinstein, 1st Vice President
I.A.F.F., Local No. 3098



Victor Kinian, 2nd Vice President
I.A.F.F., Local No. 3098



Joe Bandy, Secretary/Treasurer
I.A.F.F., Local No. 3098

**VILLAGE OF CHICAGO RIDGE
BOARD OF TRUSTEES
RESOLUTION NO. 2014- 11 - 17**

WHEREAS the Chicago Ridge Professional Firefighters', Local 3098, is recognized as the exclusive bargaining representative for certain employees within the Fire Department; and,

WHEREAS this Village Board has been and continues to be desirous of maintaining harmonious relations with its employees, regardless of their union representation or if they elect to continue to represent themselves in employment related matters; and,

WHEREAS the parties have conducted negotiations resulting in recommendation that a successor Labor Agreement be adopted by this Board subsequent to ratification by the Union membership, a copy of which is attached hereto and incorporated by reference hereof;

NOW, THEREFORE, BE IT RESOLVED BY THIS VILLAGE BOARD:

1. That said successor Labor Agreement be approved;
2. That the President and Village Clerk of the Village of Chicago Ridge be hereby authorized and directed to execute said successor Labor Agreement on behalf of the Village Board of Trustees; and,
3. That said successor Labor Agreement be appropriately filed with the Illinois State Labor Relations Board.

PRESENTED, PASSED, APPROVED AND RECORDED THIS 18th DAY OF November, 2014:


HON. CHARLES TOKAR
VILLAGE PRESIDENT

ATTESTED TO BY:


HON. GEORGE SCHLEYER
VILLAGE CLERK

Ayes: 6
Nays: 0
Pass: 0
Absent: 0

AGREEMENT FOR REIMBURSEMENT OF TRAINING ACADEMY AND OTHER RELATED EXPENSES

WHEREAS, the Applicant identified below acknowledges that the VILLAGE OF CHICAGO RIDGE, State of Illinois, will incur substantial expenses in the process of training the undersigned to be a law enforcement officer or firefighter/paramedic; and,

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by the Applicant with the VILLAGE Police Department or Fire Department after completion of said training and that the VILLAGE will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for twenty-four (24) months following the date of completion of all required training.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Reimbursement Obligation:** I, _____, hereinafter referred to as the "Applicant", in consideration of the agreement by the VILLAGE OF CHICAGO RIDGE, Police Department or Fire Department, to provide me with formal law enforcement training through the Police Academy, or training related to employment as a firefighter or paramedic, to be followed upon successful completion thereof by a period of approximately 8 weeks of field training under the supervision of experienced VILLAGE OF CHICAGO RIDGE Police Officers, or appropriate training within the Fire Department, do hereby agree that in the event my employment with the Police Department or Fire Department ceases pursuant to "termination" as defined within Paragraph 3 below, within twenty-four (24) months from the date of commencement of full-time service for the VILLAGE as a law enforcement officer or firefighter and/or paramedic, I shall reimburse the VILLAGE for all law enforcement academy or firefighter and/or paramedic training expenses, and other related costs expended thereto on my behalf in connection with said training and hiring thereof.
2. **Definition of "Termination":** "Termination" as used in this Agreement shall mean any discontinuance of the Applicant's employment initiated by the VILLAGE or by the Applicant, inclusive of discontinuance of employment due to resignation by the Applicant and or termination pursuant to the rules and regulations of the CHICAGO RIDGE Board of Fire and Police Commissioners and/or the provisions of the Labor Agreement in effect at the time. "Termination" shall also include 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, so long as said injury or illness is not connected with their employment with the VILLAGE.
3. **Calculation of Reimbursement Obligation:** The reimbursement obligation contained herein shall consist of the sum of all amounts expended by the Police Department or Fire Department in connection with hiring and training of the Applicant, including the following:
 - a. Cost of police academy training or firefighter and/or paramedic training;
 - b. Other costs directly related to the

- above police academy training
or firefighter and/or paramedic
training;
- c. Cost of background investigation
and other entrance check expenses;
- d. Expenses in providing field training.

Applicant agrees herein that actual reimbursement obligation shall be determined by the Department based upon actual documented expenditures and/or reasonable estimates thereto in the event actual expenditures cannot be documented through reasonable effort. The Department agrees not to include, in its calculation of Applicant's actual reimbursement obligation, any sums previously received from any state or federal agency as reimbursement for training expenses incurred on Applicant's behalf.

4. **Credit-Continuous Employment:** Credit or service rendered will be given against the reimbursement obligation at the rate of one-twenty-fourth (1/24th) of the total reimbursement obligation for each four (4) weeks of continuous full-time employment subsequent to completion of the probationary period. Any absence from work due to illness, injury or other cause for a period greater than two (2) 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 obligation shall be made within six (6) months of cessation of employment in monthly installments of no less than one-sixth (1/6th) 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 VILLAGE may apply any sums due the 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 due and payable. The Applicant further agrees that in the event the Department incurs legal fees or other related costs for collection of 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. **Labor Agreement:** The Applicant further recognizes and agrees that he/she shall be obligated to any provisions regarding this matter of reimbursement of Department costs upon "termination" of employment and that any such provisions within any then binding Labor Agreement shall take precedence over and shall supersede any conflicting provisions contained therein.

7. **Acknowledgment of Receipt / Waiver of Right of Independent Legal Advice:** The Applicant understands that he/she has the right to have this document examined by an attorney of his/her choosing and to discuss its terms and conditions with his/her attorney prior to signing it.

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

/ _____ / I have consulted an attorney regarding this contract
and received his/her explanation of its terms as
evidence by the attorney's signature below.
(If you have checked the box preceding this paragraph
have your attorney sign below:

Attorney For Applicant

date: _____

DATED AND EXECUTED BY APPLICANT, THIS ____ DAY OF _____, ____.

Applicant

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, this ____ day of _____, ____:

Notary Public

