

RESOLUTION NO. R-15- 03

COPY

**Approval of Fire Union  
Collective Bargaining Agreement  
(May 1, 2014 – April 30, 2017)**

**WHEREAS,** the Village of La Grange negotiating team has met with representatives of the International Association of Firefighters (IAFF) Local 2338 to negotiate a new collective bargaining agreement;

**WHEREAS,** the Village of La Grange negotiating team and representatives of the IAFF have mutually resolved all of the issues subject to said contract negotiations and agreed to sign a collective bargaining agreement governing those issues for the period beginning May 1, 2014 and ending April 30, 2017;

**NOW, THEREFORE, BE IT RESOLVED** by the Village of La Grange, County of Cook, State of Illinois, that the Village Board authorizes the Village President and Village Manager to sign the Agreement.

**ADOPTED** by the Village Board of Trustees of the VILLAGE OF LA GRANGE, Illinois the 13 day of April, 2015, pursuant to a roll call vote as follows:

AYES: Trustees Kuchler, McCarty, Nowak, Palermo, Holder and Langan

NAYS: -0-

ABSENT: -0-

**APPROVED** this 13 day of April, 2015.

  
Thomas E. Livingston, Village President

ATTEST:

  
John Burns, Village Clerk



AGREEMENT

BETWEEN

VILLAGE OF LA GRANGE

and

LOCAL 2338

of the

INTERNATIONAL ASSOCIATION

OF

FIRE FIGHTERS

AFL-CIO-CLC

May 1, 2014 to April 30, 2017

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ARTICLE I

PREAMBLE

This Agreement is entered into by and between the Village of La Grange, hereinafter referred to as the Village, and Local #2338, International Association of Fire Fighters, hereinafter referred to as the Union.

It is the purpose of this Agreement to maintain and promote harmonious relations between the Village and the Union; to provide for equitable and peaceful adjustment of differences which may arise, to resolve grievances and to prevent strikes or other disruptions of work, in order that more efficient and progressive public service may be rendered.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties, by their duly authorized representatives and or agents, do mutually covenant and agree as follows:

ARTICLE II

RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining agent for all full-time, uniformed employees of the La Grange Fire Department, with the exclusion of the Fire Chief, Fire Captains, and office and clerical employees, for the purpose of collective bargaining over wages, hours and terms and conditions of employment, as set forth in this Agreement.

## ARTICLE III

### PAYROLL DEDUCTION OF UNION DUES AND DEFERRED COMPENSATION

#### A.1 Union Dues

The Village agrees to deduct dues twice each month in an amount certified to be current by the Treasurer of the local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Village to the Treasurer of the Union. Said employees must sign an authorization as set forth in Appendix A, attached hereto. Authorization for such deductions shall be irrevocable for the period of one year from the date thereof and shall be automatically renewed and irrevocable for successive similar periods unless revoked by written notice to the Village and the Union ten days prior to the expiration of the anniversary of its signing.

#### A.2 Fair Share

Employees covered by this Agreement who are not members of the Union or do not make application for membership within 30 days of employment shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process and contract administration and enforcement. The proportionate fair share payment, as certified to be current by the Union (not to exceed an amount equal to the Union dues) shall be deducted by the Village from the earnings of the non-member each payday. Requests for said deduction shall be made on the payroll deduction form found in Appendix B. A list of fair share employees by name, Social Security number, and the amount shall be furnished to the Union.

#### B. Liability - Union Dues

The Union shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Village for the purpose of complying with the provisions of this Article III (A.1 and A.2).C.

#### C. Deferred Compensation

The Village agrees to deduct for deferred compensation once each pay period for those employees who individually request in writing that such deduction be made. Deductions shall be in an amount specifically indicated by the employee upon the deduction authorization form, with a minimum deduction of \$5 deferred each pay period.

It is also understood that changes in the amount to be deferred shall be in \$5 increments. Authorization for the deduction shall be irrevocable unless said employee requests in writing that

the deductions shall be terminated. It is specifically understood that the Village is subject to the provisions of the existing Federal and State statutes and particularly with respect to creditors' rights. The Village agrees to pay for the costs involved in changing the computer program in order to implement the deferred compensation program.

ARTICLE IV

DISCRIMINATION

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin, sexual preference, political affiliation or Union activities.

## ARTICLE V

### LEAVES OF ABSENCE

#### A.1

Only one member of the negotiating team who is on duty shall be paid in full while attending said meeting between the Village and the Union for purposes of negotiating the terms of an agreement. The other members of the negotiating team shall not be paid for their time while attending negotiations. The date and time for all said meetings shall be mutually set by the Village and the Union.

It is further agreed that leaves of absence without pay shall be granted, to the extent that there is no interference with the operation of the Fire Department, to employees who are elected to Union office for purposes of attending conventions or educational conferences of the Union. Any request for such leave shall be submitted in advance and in writing by the Union to the Fire Chief. The Fire Chief shall answer the request in writing no later than ten days following the request. It is understood by the Village that the Fire Chief shall not arbitrarily or unreasonably withhold or deny a request.

#### A.2 Grievances

The grievant shall be paid in full while attending a grievance hearing or meeting while on duty.

## ARTICLE VI

### RULES AND REGULATIONS

All employees shall be issued a copy of the Fire Department's rules and regulations. The Union agrees that its members shall comply with all Village and Fire Department rules and regulations, including those relating to conduct and work performance. The Village agrees that departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure.

ARTICLE VII

WAGES AND COMPENSATION

Section 1-- Wages

- A. Effective May 1, 2014, base salaries for members of the bargaining unit (except the starting firefighter salary step), shall be increased by two percent (2.00%) in accordance with Appendix D.
- B. Effective May 1, 2015, base salaries for members of the bargaining unit shall be increased by two and one quarter percent (2.25%) in accordance with Appendix D.
- C. Effective May 1, 2016, base salaries for members of the bargaining unit shall be increased by two and one quarter percent (2.25%) in accordance with Appendix D.
- D. Any salary adjustments for bargaining unit members caused by moving from one step to another, in accordance with Appendix D, shall be made on the employee's anniversary date.
- E. The starting salary for Fire Lieutenants represents a five-percent (5.0%) increase from Step 6 of the Fire Fighters' salary schedule contained in Appendix D. This differential in compensation between ranks has been provided for in the Fire Lieutenants' salary schedule contained in Appendix D for each year of the contract.
- F. Hourly Rate

The regular straight-time hourly rate of pay shall be determined by dividing the employee's annual salary by the scheduled annual hours of duty to which the employee is assigned. For 24-hour shift employees, the annual hours are 2,750 and for the nine-hour shift, the annual hours are 2,340. For 24-hour shift employees the annual hours are: effective January 1, 2006 – 2,717; effective January 1, 2008 – 2,687 and effective January 1, 2013 – 2678.5.

## ARTICLE VIII

### MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Fire Department or by the employees of the Village; to assign and transfer employees within the department; to hire, promote and demote; to suspend, discipline, or discharge for just cause (probationary employees without cause), or relieve employees due to lack of work, shortage of budgeted funds or for other legitimate reasons; to make and enforce reasonable rules and regulations and consistent with the parties' duty to bargain under the IPLRA, to take reasonable steps to comply with the Americans with Disabilities Act; to change methods, equipment or facilities; provided, however, that the exercise of the above rights shall not conflict with any of the provisions of this Agreement.

## ARTICLE IX

### SICK LEAVE

#### 1.0 Accumulation of Sick Leave

##### 1.1 Shift Personnel

Shift employees covered by this Agreement shall accumulate sick leave at the rate of twelve (12) hours for each full calendar month of service, with a maximum accrual of 2,880 hours (one-hundred-twenty [120] duty days).

Effective May 1, 1993, shift employees covered by this Agreement shall accumulate sick leave at the rate of nine (9) hours for each full calendar month of service, with a maximum accrual of 2,880 hours (one-hundred-twenty [120] duty days).

##### 1.2 Day-Time Employees

All day-time employees covered by this Agreement shall accumulate sick leave at the rate of one (1) duty day for each full calendar month of service, with a maximum accrual of 1,620 hours (one-hundred-eighty [180] duty days).

Effective May 1, 1993, all day-time employees covered by this Agreement shall accumulate sick leave at the rate of seven (7) hours for each full calendar month of service, with a maximum accrual of 1,620 hours (one-hundred-eighty [180] duty days).

##### 1.3 Accumulation of Sick Leave

Sick leave may be accumulated only if the member of the bargaining unit is actively at work. However, there shall be no such limitation on the accumulation of sick leave for members of the bargaining unit related to on-duty injuries or illnesses subject to Workers' Compensation, vacation or other authorized leave.

#### 1.4 Sick Leave Eligibility

In order to be eligible for sick leave pay, an employee covered by this Agreement must

- a. report reason for absence to the on-duty supervisor at the time the employee becomes aware of said condition or if possible by 0630 on the day in which leave is requested;
- b. verbally notify the supervisor on duty of any prolonged or extended illnesses or injuries and keep the on-duty supervisor apprised of the illness or injury where said condition necessitates an absence of more than one duty day;
- c. submit a medical certificate for any absence exceeding two duty days or if required for any justifiable reason by the Village. It is expressly understood that this provision shall not be invoked to cause harassment upon any single member of the bargaining unit of the union.

#### 1.5 On-Duty Disability

On-duty disability is not charged to the accumulated sick leave benefits of the employee to the extent it is covered under Workers' Compensation (820 ILCS 305) benefits as contained in state law. To the extent that an employee receives salary continuation benefits under the Public Employee Disability Act (5 ILCS 345), the employee shall sign and deliver any Workers' Compensation or similar payment to the Village while receiving the salary continuation benefits applicable.

### 2.0 Payment for Unused Sick Leave

#### 2.1 Annual Payment

At the end of each fiscal year, an employee with at least sixty (60) twenty-four (24) hour duty days of accumulated sick leave at the beginning of the year must sell back for deposit into his or her retirement health savings account sick leave accumulated in excess of sixty (60) twenty-four (24) hour duty days at the rates set forth in the chart below:

<i><b>Fiscal Year Sick Leave Usage</b></i>	<i><b>Days To Be Sold Back</b></i>
<i>0 days</i>	<i>3 twenty-four (24) hour duty days at 50%--for thirty-six (36) hours of pay</i>
<i>Up to 1 day (24 hours or less)</i>	<i>2 twenty-four (24) hour duty days at 50%--for twenty-four (24) hours of pay</i>

<i>Up to 2 days (48 hours or less)</i>	<i>1 twenty-four (24) hour duty day at 50%-for twelve (12) hours of pay</i>
<i>More than 2 days (more than 48 hours)</i>	<i>0</i>

## 2.2 Amount of Payment Upon Retirement

It is understood that all full-time employees shall be paid for fifty percent (50%) of their unused accumulated sick leave when they retire from the service of the Village but in no event shall the total amount of sick leave sold back to the Village at the 50% rate in an employee's career exceed sixty (60) twenty-four (24) hour days. If an employee has a minimum balance of \$20,000 of eligible accrued leave at the time of retirement, payment will be made (subject to the rules of the RHS (retirement health savings) plan, into the employee's health savings plan. If the employee has not accrued at least \$20,000 in eligible accrued leave, payment will be made in cash. For purposes of this section, retirement shall be defined as completing twenty (20) years of continuous service with the Village, or meeting disability eligibility requirements pursuant to 40 ILCS 5/4 (Firefighters' Pension Fund Municipalities 500,000 and Under).

## 2.3 Method of Deposit

Eligible employees shall have the right to receive the specified payments for deposit when the conditions for distribution have been met.

## 3.0 Use of Sick Leave for Health Care of Immediate Family

Bargaining unit members may also use accrued sick leave in the event of a serious illness or injury involving a member of their immediate family. For purposes of this section, the immediate family shall be defined as a child in the care of the employee, employee's spouse and employee's mother or father. Immediate family is also defined to include equivalent current step-family members.

Leave may be granted provided one or more of the following circumstances exist:

1. It is necessary or required that the employee provide health care to that immediate family member.
2. It is necessary for the employee to take an immediate family member to a medical facility for care or treatment. This includes being present during and immediately after initial care or treatment.

3. Requiring the employee to report to work would cause a serious hardship on the family member.

Each request for leave must state the nature of the illness or injury and shall be considered on a case-by-case basis by the Fire Chief or his/her designee. Verification that sick leave was used for its intended purpose within the context of this section for any absence, regardless of term, must be furnished by the employee if requested by the Fire Chief or his/her designee. Employees who fail to provide the required verification will not be paid for said leave and shall be subject to discipline.

The use of sick leave to provide health care to a member of the employee's immediate family shall be limited to three shifts (or five (5) days for Day Personnel) each calendar year. In addition, the use of sick leave for this purpose shall be in place of unpaid leave, which may also be taken in accordance with applicable law.

ARTICLE X

SHIFT EXCHANGE

- A. Employees shall have the right to exchange shifts or tours of duty, provided advance notice is given in writing to the Fire Chief and prior approval is granted by the Fire Chief in writing; and further provided the change does not interfere with the operation of the Fire Department or is in conflict with the applicable provisions of the Fair Labor Standards Act. All shift exchanges must be paid back within the calendar year in which they are taken. The Fire Chief shall not arbitrarily or unreasonably withhold or deny a request.
  
- B. No shift change involving any member or members of this bargaining unit shall be ordered or scheduled by the Fire Chief or any designee between October 1 of any calendar year and January 2 of the following calendar year, except under the conditions set forth below:
  - 1. Shift exchanges necessitated due to illness, injury, retirement, dismissal, resignation, disability, vacancy, hiring, promotion, assigned to 24 hour shifts, or other reasonable cause.

ARTICLE XI

DEATH IN FAMILY LEAVE

- A. In the event of a death in the immediate family of an employee on shift, the employee shall be granted one duty day if said death occurs within 250 miles of La Grange, Illinois. However, it is specifically understood that if said death occurs within 24 hours of 0800 of the employee's tour of duty day, then said employee shall receive one additional duty day off. The employee shall receive up to two duty days for a death which occurs over 250 miles from La Grange, Illinois.
  
- B. Personnel assigned to day-time duty shall receive three duty days off if said death occurs within 250 miles of La Grange, Illinois, and five duty days off if said death occurs over 250 miles from La Grange, Illinois.
  
- C. The immediate family shall be defined as spouse, children of the member, mother, father, brother, sister, grandparents of the member and those of the member's spouse. Immediate family is also defined to include equivalent current step-family members.

## ARTICLE XII

### WORKING OUT OF CLASSIFICATION

Any person covered by this Agreement who is required by the Fire Chief to accept the responsibility and carry out the duty of a position or rank above that which he/she normally holds, for a period of at least one full twenty-four (24) hour shift due to unusual circumstances such as a prolonged absence resulting from an illness, injury, disability, or vacancy shall receive a five percent (5.0%) increase in their base salary for the time spent acting in that capacity.

## ARTICLE XIII

### HOLIDAYS

#### 1.0 Scheduled Holidays

##### 1.1 Days to be Observed

Fire Department employees covered under this Agreement shall be allowed the following holiday benefits:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Good Friday	Friday before Easter
Memorial Day	Observed Village Holiday
Independence Day	July 4
Labor Day	1st Monday of Sept.
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of Nov.
Christmas Day	December 25

##### 1.2 Day of Observance

All employees covered under this Agreement, with the exception of the day-time personnel, shall observe the holiday on the day stipulated above. It is, however, understood that for the day-time personnel, in the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed.

#### 2.0 Holiday Pay

##### 2.1 Pay Schedule

The Village agrees to pay 12 hours straight time pay for those employees working and on duty on the above-mentioned holidays, and eight hours straight time pay for those employees off duty and not working on the above holidays.

### 3.0 Additional Holidays

#### 3.1 Declared Holidays

It is understood that in addition to the above-mentioned holidays, bargaining unit employees shall be granted those additional holidays as declared by the Village President and Board of Trustees.

#### 3.2 The Village agrees to grant compensatory time off whether worked or not worked for the following days:

1. Day after Thanksgiving
2. Christmas Eve
3. New Year's Eve

to members of the bargaining unit, subject to the following conditions:

1. compensatory time off shall only be granted if non-unionized Village personnel are granted time off from duties on the aforementioned days;
2. compensatory time off shall be in an amount equal to any time off granted non-unionized personnel; and
3. said compensatory time off is only recognized for the days stipulated above.

ARTICLE XIV

APPENDICES AND AMENDMENTS

Any mutually agreed upon appendices and/or amendments to this Agreement shall be numbered or lettered, dated, and signed by the responsible parties and shall be part of said Agreement.

## ARTICLE XV

### CLOTHING ALLOWANCES

All Class A uniforms, work station uniforms, and rough fire fighting gear as required by the Village's Rules and Regulations shall be provided by the Village without cost to the employee. The Village, through its Fire Chief and Village Manager, agrees to review the request of an employee for the replacement of personal property which is damaged or destroyed in the performance of their fire fighting or emergency duties.

Employees hired after ratification of this Agreement by both the Village and the Union who separate employment within three years of their hire date will be required to reimburse the Village for the cost of their firefighting gear, station wear, Class A dress uniforms and initial hire medical examinations pursuant to Fire Department Policies, and execute an agreement to that effect. The agreement shall set forth the total amount of money the employee will be required to reimburse the Village for (if known), and in no event may an employee be required to reimburse the Village for more than the amount set forth in the Agreement. Reimbursement shall be reduced on a pro rata basis as follows: 100% if separation occurs within the first year of hire date; 75% if separation occurs within the second year and 50% if separation occurs within the third year. In such case, the Village may exercise its right to deduct this amount from the employee's final paycheck.

## ARTICLE XVI

### HOURS OF WORK AND OVERTIME

#### 1.0 Hours of Work

##### 1.1 Application of this Article

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

##### 1.2 Normal Work Day and Work Week - Shift Personnel

The normal duty day for employees covered by this Agreement shall consist of twenty-four (24) consecutive hours on duty immediately followed by forty-eight (48) consecutive hours off duty. The normal duty week for shift personnel shall be reduced by scheduling a Kelly Day every 18<sup>th</sup> shift to produce an average work week of 52.8 hours. Effective January 1, 2006 the normal duty week shall be reduced by scheduling a Kelly Day every 15<sup>th</sup> shift to produce an average work week of 52.26 hours. Effective January 1, 2008 the normal duty week shall be reduced by scheduling a Kelly Day every 13<sup>th</sup> shift to produce an average work week of 51.68 hours. Effective January 1, 2013 the normal duty week shall be reduced by scheduling a Kelly Day every 12<sup>th</sup> shift to produce an average work week of 51.33 hours.

##### 1.3 Shift Hours

Each 24-hour shift shall commence at 8:00 a.m. and end at 8:00 a.m. the following day.

##### 1.4 Window

It is understood and agreed that a two-hour window will be established under which the Fire Chief or his designated representative can deviate from the prescribed shift hours. The two-hour window is hereby defined from 0600 to 0800. All employees will be scheduled to work a constant 24-hour shift with no staggered hours.

##### 1.5 Day-Time Personnel

All full-time personnel assigned to day duty shall work an average of forty-five (45) hours per week, Monday through Friday (except holidays), 0800 to 1700 hours.

The parties recognize that the Village has exercised its authority to have a firefighter assigned to days whose schedule is adjusted as necessary to fill in on shift for absent shift employees. To the extent the Village employs firefighters in such positions, the transfers from shift to daytime operations and vice versa shall be governed by the written policies the Department has established to address this situation, as those policies may be amended from time to time. The Village's current policy regarding this position is #500-07.

Whenever the Village issues or changes these policies, the new or changed policies shall be posted for ten (10) calendar days, absent emergency, prior to their effective date. Except in an emergency, the Chief shall offer to discuss such new or changed policies at a Rules and Regulations Committee meeting prior to posting.

- 1.6 Effective May 1, 1994, the Village shall grant all full-time day personnel two floating holidays each full fiscal year over the term of the current collective bargaining agreement. It is understood that said floating holidays must be approved by the Fire Chief or authorized designee; must be scheduled according to the department's normal operational rules; cannot conflict with elementary school public education activities; cannot create overtime; and cannot be accumulated and brought forth to the following fiscal year. In the event that day personnel are temporarily assigned to shift duty, said floating holiday shall be re-scheduled so as not to create overtime on shift. If it cannot be re-scheduled without incurring overtime, the floating holiday shall be allowed to be brought forth to the following fiscal year.

## 2.0 Overtime

### 2.1 Overtime Rate

An employee working overtime in addition to his/her regular hours as defined in this Article shall be compensated for those overtime hours at the rate of one and one-half the employee's regular straight-time hourly rate as defined in Article VII. Nothing in this Article will be interpreted to compensate an employee more than once for the same hours worked.

### 2.2 Hours of Work - FLSA Overtime Pay

The La Grange Fire Department, for purposes of Section 7(k) of the Fair Labor Standards Act, follows work periods specified in Section 3.1 of Article XVI. The current 19.5-day work period began on January 1, 2008. Effective January 1, 2013, the work period will become 18 days. Day personnel shall receive FLSA overtime pay at the rate of one-half their regular rate for all regular hours worked in excess of forty-five (45) hours in a seven-day tour of duty.

For those employees hired after April 1, 1996 who spend time off duty (outside their regular duty hours) participating in employer-mandated training classes or sessions required to obtain certification as a Firefighter II, Fire Apparatus Engineer, and/or Emergency Medical Technician/Paramedic, the following provisions shall apply so long as is necessary to secure such certifications: (1) Such training time shall be excluded from the definition of regular overtime under Section 2.1 provided that any other overtime work assigned (e.g. call back, holdover) shall be compensated in accordance with the requirements of Section 2.1; and (2) If employer-mandated training classes attended by such employees off duty occur within an employee's work period in a way which would otherwise cause FLSA overtime compensation to be due such employees under Section 7(k) of the Fair Labor Standards Act for those class periods, the La Grange Fire Department may reschedule vacation or other accrued paid time off of such employees as time paid but not as time worked (or assign leave without pay if insufficient accrued paid time exists) to occur during that period, so as to eliminate the Department's FLSA overtime exposure under Section 7(k) for those training class period hours.

### 2.3 Overtime Provisions

When the need arises for overtime as determined by the Fire Chief including, but not limited to, a lack of manpower creating a short shift, consisting of five (5) full-time personnel, one (1) officer and a minimum of four (4) members of the bargaining unit, such overtime shall be made available to the bargaining unit employees according to seniority on a rotation basis, taking into consideration the ability to respond within a reasonable length of time. If no bargaining unit employee is able to respond within a reasonable length of time, said overtime shall be offered to other members of the department and paid-on-call members of the Fire Department. It is, however, understood and agreed that the foregoing is intended as a definition of the need for overtime and is not to be construed as a minimum manning provision.

### 2.4 Special Overtime Provisions

On occasions when it is deemed necessary by the Fire Chief for one or more individuals to work overtime on a project or program which is unique and which

requires the expertise of one or more individuals, such individuals may be called back to work by the Fire Chief without violating the provisions.

This provision is intended to allow flexibility in call-back procedures in times of unique circumstances and may not be used to avoid the provision of Section 2.2.

## 2.5 Call Back Pay

Effective May 1, 1994, all full-time employees covered under the current collective bargaining agreement who are called back to work from off duty for a general alarm, short shift or standby, shall be paid a minimum of one (1) hour at the overtime pay rates specified within the current collective bargaining agreement.

## 2.6 Standbys

When the need for a standby exists, it is understood that it will first be offered to the full-time members of the bargaining unit, taking into consideration their ability to respond within a reasonable length of time. If no full-time member of the bargaining unit is available to respond within a reasonable length of time, said standby can be offered to other full-time members of the department or paid-on-call members of the Fire Department.

## 3.0 FLSA Days

### 3.1 FLSA Work Cycle

The Village has an individual FLSA work cycle of 19.5 days for each employee covered by the current collective bargaining agreement, with the starting and ending times of the cycle alternating between 8:00 a.m. and 8:00 p.m., so that the employee's Kelly day (13<sup>th</sup> duty day) falls on the shift that contains the last half day of one cycle and the first half day of the next work cycle. Effective January 1, 2013, the individual FLSA work cycle for each employee covered by the current collective bargaining agreement shall be changed to 18 days, which commences at 8:00 p.m. on the first day of the cycle and concludes at 8:00 p.m. on the 18<sup>th</sup> day of the cycle. Each employee's work cycle shall be established so that the employee's Kelly Day (12<sup>th</sup> duty day) falls on the shift starting at 8:00 a.m. on the 18<sup>th</sup> day of the employee's work cycle and ends at 8:00 a.m. on the first day of the succeeding work cycle.

### 3.2 Trading of Kelly Days

Once Kelly days have been scheduled for the following year, an employee may request to trade Kelly days with another employee on the same shift. Such a

request shall be submitted to the Fire Chief for approval. Such a request shall not be unreasonably denied. Any approved Kelly day trade shall be considered a duty trade for purposes of calculating Kelly hours worked.

#### 4.0 Personal Necessity

##### 4.1 Time Allowed

In the event of a personal necessity (i.e., family emergency, severe weather conditions), an employee may be granted time off from duties. A maximum of one (1) duty day for shift personnel and two (2) regular work days for day-time personnel may be granted each contract year with the approval of the on-duty shift supervisor and Department Head.

In lieu of the above, effective May 1, 1993, employees shall accumulate personal necessity leave at the rate of one (1) hour for each full month (more than one-half) of service. In the event of a personal necessity (i.e., family emergency, severe weather conditions), an employee may be granted accumulated time off from duties with the approval of the on-duty shift supervisor and Department Head.

##### 4.2 Conversion

At the employee's option, accumulated personal necessity leave can be converted to sick leave. For shift personnel, such conversion must be made in full-day (24-hour) increments. For day-time personnel, such conversion must be made in full-day (9-hour) increments.

## ARTICLE XVII

### GROUP INSURANCE

#### 1.0 Group Health Insurance

- 1.1 The Village of La Grange will offer a group health insurance program to all employees covered by this Agreement at a level corresponding to that which is afforded non-contract employees. The Village reserves the right to select and change carriers, plans, benefit levels, plan deductibles, co-payments and other plan charges to employees covered by this Agreement so long as such charges are the same as those applied to non-bargaining unit employees (except department heads, the Assistant Village Manager and the Village Manager).
- 1.2 For the plan provided for under this Article, the Village will pay the full premium cost of single employee plan coverage and will contribute ninety percent (90%) of the difference between the most current premiums for such single coverage and dependent coverage under the plan, per employee, for those employees eligible for and electing dependent coverage. The Village shall have the right to reduce its contribution levels down to no less than eighty-eight percent (88%) of monthly premium costs for single and family coverage, provided such changes are equally applicable to non-bargaining unit employees (except department heads, the Assistant Village Manager and the Village Manager).

In the event the Village offers more than one plan (not including the HSA/PPO plan referenced in the Side Letter of Agreement), employees electing the second plan shall pay whatever premium costs the Village requires of its non-bargaining unit employees (except department heads, the Assistant Village Manager and the Village Manager). Employees who remained in HMO Illinois shall be required to pay the additional cost for that plan, for so long as that plan is offered. Members of the bargaining unit shall be offered the opportunity to participate in a flexible spending account plan (IRS §125) to be implemented no later than January 1, 2006, under the same terms and conditions as that offered to non-bargaining unit employees (except department heads, the Assistant Village Manager and the Village Manager).

#### 2.0 Employee Health Insurance Committee

- 2.1 The Union President or a designated member of the bargaining unit shall be appointed to serve on the Employee Health Insurance Committee. Through representation on this Committee, the Union will be notified and consulted before changing insurance carriers or instituting new programs.

#### 3.0 Life Insurance

- 3.1 The Village will contribute sixty-seven percent (67%) per month per employee toward the cost of a \$50,000 face value term life insurance policy.

#### 4.0 Retiree Benefits

- 4.1 The Village shall provide the following benefits: Members of the bargaining unit who qualify for a pension at age fifty (50) or more years, and with twenty (20) or more years of service and/or is awarded a disability pension, pursuant to Illinois Compiled Statutes, 40 ILCS 5/4 (The Firemen's Pension Fund), shall be entitled to retain the Village's existing Group Health Insurance Program and Benefits at the group premium rate, to be paid by said retired employee.

The benefits and rights of this section shall be maintained to the retirees except:

- a. when the retiree shall attain age sixty-five (65);
- b. when the retiree becomes eligible for Medicare;
- c. when the retiree enrolls in an established National Health Care Program;  
or
- d. when and if said retiree becomes re-employed and becomes eligible and is accepted in another group hospitalization insurance plan.

It is understood in interpreting this last clause that a retiree who becomes insured for six consecutive months in another employer's group insurance plan shall be entitled to continue his/her Village Group Health Insurance for up to said six months. The retiree's group insurance under the Village's plan shall, however, be terminated after six (6) months from being insured under the new employer's group hospital plan.

Effective with the execution of this agreement, nothing in Section 4.1 shall interfere with an employee's rights under the Public Safety Employee Benefits Act, 820 ILCS 320.

- 4.2 Members of the bargaining unit shall be offered the opportunity to participate in a Retiree Health Savings (RHS) Plan to permit them, to the extent permitted by law, to elect to direct into a medical savings account any lump sum payments of accrued leave they might be entitled to cash out under the terms of this Agreement, as well as any negotiated wage diversions. Such RHS plan shall be established no later than January 1, 2006.

#### 5.0 Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the measures are equally applicable to non-contract employees. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider option, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

#### 6.0 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.

## ARTICLE XVIII

### LOSS PREVENTION

#### 1.0 Safety

1.1 The Village and Union desire to maintain safe working conditions. Employee suggestions concerning safety will be considered fully, and prompt responses will be given.

#### 2.0 Safety Incentives

2.1 In order to promote safety and loss prevention and to reward employees for their good safety record, the Village has initiated a Safety Day Incentive Program. Employees covered under this Agreement who have worked a full year without having an avoidable accident will receive eight hours of comp time. After five years and every fifth year thereafter without an avoidable accident, each employee will receive twenty-four (24) hours of comp time. For purposes of this paragraph, accrual of time without an avoidable accident will begin on the first day the employee reports for duty. Employees who are found to have an avoidable accident as determined by the Village's Loss Prevention Committee, and upheld following review, will again start to accrue time from the date of the "avoidable" accident.

ARTICLE XIX

VACATIONS

All vacation benefits shall be granted in accordance with the following:

- A. The Fire Department shift employees covered under this Agreement shall be allowed annual vacation leave with pay for each twelve (12) months of service, based on the employee's anniversary date, as stipulated below.

After one (1) year.....Four (4) duty days  
After six (6) years .....Six (6) duty days  
After thirteen (13) years.....Nine (9) duty days  
Twenty (20) years and after .....Eleven (11) duty days

Bargaining unit members shall be allowed to accrue vacation leave up to a maximum of twelve (12) duty days. However, a member of the bargaining unit may exceed the maximum accrual for vacation leave with the written approval of the Fire Chief.

- B. Those personnel of the Fire Department assigned to day-time duty shall be allowed annual vacation leave with pay for each twelve (12) months of service, based on the employee's anniversary date, as stipulated below.

After one (1) year.....Ten (10) duty days  
After six (6) years .....Fifteen (15) duty days  
After thirteen (13) years.....Twenty (20) duty days  
Twenty (20) years and after .....Twenty-five (25) duty days

Bargaining unit members shall be allowed to accrue vacation leave up to a maximum of twenty five (25) duty days. However, a member of the bargaining unit may exceed the maximum accrual for vacation leave with the written approval of the Fire Chief.

- C. Every employee shall be eligible for a vacation with pay after one (1) year of service with the Village in accordance with the above schedule. Vacations shall be scheduled on a basis of rank and seniority, per Fire Department Policy as may be amended from time to time, with the approval of the Fire Chief, and in a manner to protect the effective operation of the Department.

- D. Bargaining unit members shall be allowed to take annual vacation leave during the calendar year, subject to Section C above, provided that the amount of leave taken does not exceed the maximum annual leave granted to employees according to the above schedules. This practice is acceptable with the understanding that the Village's current policy of accumulating earned vacation leave monthly has not changed and that said

policy will be applied when calculating earned leave for purposes of general administration including, but not limited to, separation and retirement.

ARTICLE XX

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by executive order of the Governor of the State of Illinois, State or Federal Legislative authority and/or Judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXI

NO STRIKES - NO LOCKOUTS

The Village agrees that there shall be no lockout of employees by the Village during the term of this Agreement. The Union agrees that no strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers or to go through picket lines, except in the performance of their emergency duties. In the event other Village employees are on picket duty around the Police and Fire building, the Union agrees to cross said picket lines to report for duty in order that prompt and efficient response can be given to emergency Fire Department duties.

## ARTICLE XXII

### GRIEVANCE PROCEDURES

#### A. Definition

A grievance is a dispute or difference of opinion raised by an employee or the local union (with respect to a single common issue) covered by this Agreement against the employer involving an alleged violation of an expressed written provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue which is subject to the jurisdiction of the Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

#### B. Grievance Procedure

Any individual employee or the local union shall have the right at any time to present grievances to the Village and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given opportunity to be present as a party at such adjustment.

When an employee or the local union wishes to have a grievance presented for settlement, such grievance shall, except as otherwise provided in this or any other written agreement between the Village and the Union, be presented as outlined below:

Step 1            The employee, either alone or with a Union representative, must first meet with the immediate supervisor on duty, Captain in charge of the shift or division, within ten (10) calendar days of the grievance in an attempt to orally and informally resolve the grievance. If the matter is not resolved and the employee decides to appeal, he/she may go to Step 2.

Step 2            The aggrieved employee, either alone or with a Union representative, must file a written grievance setting forth the name(s) of the aggrieved employee(s) and the nature of the dispute, including the specific provisions of this Agreement at issue with the Fire Chief within ten (10) calendar days of the informal meeting with the immediate supervisor on duty or Captain in charge of the shift. Said grievance must be filed on the appropriate grievance form (submitted as appendix E), signed and executed by the grievant.

The Fire Chief shall answer in writing said grievance within fifteen (15) calendar days of the filing of said written grievance.

Step 3

If the case is not settled in Step 2 and the employee decides to appeal, said employee may file within ten (10) calendar days from the receipt of the Fire Chief's answer, as indicated in Step 2, a written appeal to the Village Manager. Within ten (10) calendar days of the receipt of the Union's appeal, the Village Manager or his designee shall convene a meeting with the employee, the Fire Chief, and, if the Union desires, the Union President and/or his designee to review the grievance and the findings arrived at in Step 2. Said meeting shall be held at a mutually agreeable time with all parties. The Village Manager or his designee shall render an answer in writing to all parties involved within twenty (20) calendar days of the meeting date.

Step 4

In the event that the matter is not settled in Step 3, the Union may request that the grievance be submitted for binding arbitration by giving written notice to the Village Manager within twenty (20) calendar days after the Village Manager or his designee's answer in Step 3. The parties shall then attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator within twenty (20) calendar days after the request for arbitration has been filed, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of the names of seven (7) arbitrators drawn from members of the National Academy of Arbitrators, and who are residents of Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The Union, and the Village shall strike names alternately until the last person's name remains. This person shall then become the arbitrator. The order of striking shall be determined by coin toss.

The arbitrator shall be notified of his/her selection by a joint letter from the Village and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Village, and the Union representative.

The arbitrator may schedule and call such meetings of the representatives to the arbitrator as he/she may deem necessary to adjudicate the dispute. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue(s) submitted to him/her and his/her recommendation shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented.

The decision of the arbitrator made in compliance with the foregoing shall be binding, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the

date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the Village and the employee and the Union. The recommendation of the arbitrator shall be final and binding.

Fees and expenses of the Arbitrator shall be divided equally between the Village and the Union, provided, however, that each party shall be responsible for paying its own representatives and witnesses.

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Step 1 or within ten (10) calendar days after the employee, through use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not appealed within the time limits for appeal set forth in Steps 1, 2, 3 and 4, it shall be deemed withdrawn, provided, however, that the parties may agree by a mutual written agreement to extend any time limit. If the Village fails to provide an answer within the time limits provided, the Union or employee may immediately appeal to the next step. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

ARTICLE XXIII

NO PYRAMIDING

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

ARTICLE XXIV

UNION ACTIVITIES

1. On-Duty Activity

Employees shall not be permitted to engage in or conduct any Union or Union-related activity while on-duty or on Fire Department property, except as follows:

- A. Periodic meetings of Local No. 2338, so long as such meetings are conducted after 6:00 p.m.;
- B. Processing of grievances, including attendance at grievance hearings as contained in Article XXII; and
- C. Such other tasks as authorized by the shift supervisor and Fire Chief.

2. File Cabinet

The Village will provide the Union with space within the Fire Department for one (1) file cabinet, subject to the location being approved by the Fire Chief.

ARTICLE XXV

EDUCATIONAL BENEFITS

It is understood that the Village's Educational Benefits, a copy of which is attached as Appendix C, shall be incorporated into this Agreement. Reimbursement by employees receiving significant training opportunities who, subsequent to receiving such training, voluntarily separate from the Village shall be in accordance with the schedule contained in Appendix C.

ARTICLE XXVI

DRUG AND ALCOHOL TESTING POLICY

All employees in the bargaining unit shall be subject to the provisions of the Drug and Alcohol Testing Policy which is attached and made part of this Agreement as Appendix F.

ARTICLE XXVII

PROMOTIONS

SECTION 1 General

Promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of 65 ILCS 5/10-2.1-10-15 the Fire Department Promotion Act, 50 ILCS742, and rules of the Board of Fire and Police Commissioners that are consistent with the Act and the terms of this Article.

SECTION 2 Rating Factors and Weights

Candidates for promotion to the rank of Lieutenant shall be evaluated and ranked based upon the following rating factors and weights:

- |    |  |      |
|----|--|------|
| 1. | Written Examination.....   | 35%  |
| 2. | Oral Interview .....   | 15%  |
| 3. | Performance Evaluations .....  | 10%  |
| 4. | Ascertained Merit .....  | 10%  |
|    | (up to a maximum of ten points)  |      |
| 5. | Seniority.....   | 10%  |
|    | (One point shall be awarded each year of<br>continuous service as of the date of the written test<br>up to a maximum of 10 points) |      |
| 6. | Assessment Center.....   | 20%  |
|    | .....  | 100% |

Veteran preference points may be granted in accordance with 65 ILCS 5/10-2.1-10-12 and the rules of the Board of Fire and Police Commissioners.

The points for the ascertained merit rating factor shall be awarded based upon job-related criteria as stated in Appendix G, unless the parties mutually agree to change them.

Study guides and reference materials shall be made available on an equal basis to all employees who desire to take the test at least 30 days prior to the date of the written examination. Departmental policy will govern the use and location of the reference materials.

SECTION 3 Test Results

Test results from each section of the promotional process shall be given in writing by the Board of Fire and Police Commissioners to each candidate for promotion after each section has been scored.

#### SECTION 4 Service Requirements

The minimum service requirements to be eligible to participate in the promotional process for the rank of Lieutenant shall be as follows: The employee must have a State of Illinois Fire Fighter III certification and must have completed five (5) years of continuous service as a sworn full-time fire fighter for the Village of La Grange Fire Department as of May 1 of the year of the test.

#### SECTION 5 Order of Selection

When there are vacant or newly created positions in the rank of Lieutenant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, 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 remedial, 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 any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position 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 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.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

#### SECTION 6 Performance Evaluations

No employee working out of classification continuously for more than one calendar year shall write performance evaluations for persons holding the same rank as that employee. Nothing herein, however, shall prohibit the Village from seeking input (whether verbal or written) from such employees as part of the performance review process, and nothing shall prohibit an employee who has worked in an acting capacity but who has since been promoted to a higher rank at the time an evaluation is to be written from writing a performance evaluation on an employee who had once held the same rank as the now promoted employee.

## ARTICLE XXVIII

### SENIORITY

#### Section 1

Seniority, for the purpose of vacation accrual, shall be defined as the length of continuous service in full-time Village employment and will continue to accrue during all types of leaves of absence with pay and other leaves specifically provided for in this agreement. Seniority, as used in this Section, shall accrue during an employee's probationary period.

#### Section 2

Seniority, for the purpose of layoffs and other purposes not defined above, shall be defined as the length of continuous service in full-time Village employment as a sworn Firefighter or Firefighter/Paramedic. Seniority, as used in this Section, shall accrue during an employee's probationary period.

#### Section 3

An employee shall lose his/her status as an employee and his/her seniority if he/she:

- A. resigns
- B. is terminated; or
- C. retires.

#### Section 4

If two (2) or more employees have the same seniority date as defined above in either Section 1 or Section 2, then the order of seniority shall be determined by:

- A. date of hire. - if both individuals have the same date of hire, then seniority shall be determined by:
- B. order on the final hiring list.

#### Section 5

On or before November 30 of each year, the Village will post on the Union bulletin board a written seniority list setting forth the order of seniority of each member of the bargaining unit for both Section 1 and Section 2. The Village will not be responsible for any errors in the seniority list(s) unless such errors are brought to the attention of the Village, in writing, by the employee, within fourteen (14) days after such posting.

## ARTICLE XXIX

### LAYOFF AND RECALL

#### Section 1

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with the provisions of Illinois Statutes, 65 ILCS 5/10-2.1. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to do the work to which they are recalled.

Employees who are eligible for recall shall be given seven (7) days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or his designee in writing of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. The Village will require an employee to pass a departmental physical and/or medical examination before returning to work.

The Union and the initial affected employee(s) shall be notified in writing at least fifteen (15) calendar days in advance of the effective date of such layoffs. The Village agrees to meet and

discuss the layoffs with the Union, upon request, though such consultation shall not be used to delay the layoff.

## Section 2

Any employee who is laid off as a result of the Village's decision to implement a layoff shall, in addition to the recall rights set forth above:

- a) Be paid for any earned but unused vacation days.
- b) Be permitted to remain in the Village's group insurance program at the employee's cost for a period of time not to exceed legal requirements from the effective date of layoff by paying in advance each month the full applicable monthly premium.

## ARTICLE XXX

### JOB PERFORMANCE / PHYSICAL ABILITY REQUIREMENTS

All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain efficiency in the Fire Department, to protect the public, and to reduce insurance costs and risks, the Village may establish minimum job performance / physical ability standards for all employees. To assist the Village in drafting such a policy, the Village shall form a labor-management committee to study various options and make recommendations as to what minimum job performance / physical ability requirements should be implemented under a mandatory program. The final decision as to what policy ultimately shall be adopted shall be made by the Village.

ARTICLE XXXI

DISCIPLINE

Discipline shall be administered in a manner consistent with the Village Employee Manual as may be amended from time to time.

ARTICLE XXXII

THE ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject, either included in this Agreement or not, except, however, that the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties' agreement to the terms of this provision shall not be construed as waiving any of their rights or obligations to negotiate as may be required by the IPLRA as to the impact of the exercise of the Village's management rights as set forth herein on any terms and conditions of employment.

ARTICLE XXXIII

DURATION AND TERMINATION

This Agreement shall be in effect upon its ratification by both parties and shall terminate at midnight April 30, 2017.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not less than one-hundred-twenty (120) days prior to the anniversary date that it desires to modify the Agreement.

In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties have hereto set their hands, this 13 day of April 2015

FOR THE VILLAGE

  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE UNION

 President  
\_\_\_\_\_  
 Sec.  
\_\_\_\_\_  
 Treasurer  
\_\_\_\_\_

APPENDIX A

AUTHORIZATION FORM FOR

PAYROLL DEDUCTION OF UNION DUES

I hereby request and authorize the Village to deduct from my earnings twice each month the Union dues of the La Grange Fire Fighters' Association, IAFF Local #2338, AFL-CIO-CLC, and remit same to the Treasurer of the Union. This authorization shall be irrevocable for the period of one year from the date hereof and shall be automatically renewed and irrevocable for successive similar periods of one year unless a written order or revocation is given by me to the Village and to the Union ten days prior to the expiration of the anniversary of the signing of this authorization.

---

Name and Title

---

Signature

---

Address

---

---

Date

APPENDIX B

AUTHORIZATION FORM FOR

PAYROLL DEDUCTION OF FAIR SHARE CONTRIBUTION

I hereby request and authorize the Village to deduct from my earnings once each month the Fair Share dues of the La Grange Fire Fighters' Association, IAFF Local #2338, AFL-CIO-CLC, and remit same to the Treasurer of the Union. This authorization shall be irrevocable for the period of one year from the date hereof and shall be automatically renewed and irrevocable for successive similar periods of one year unless a written order or revocation is given by me to the Village and to the Union ten days prior to the expiration of the anniversary of the signing of this authorization.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Date

## APPENDIX C

### EMPLOYEE EDUCATIONAL ASSISTANCE BENEFITS

#### I. INTRODUCTION

This procedure outlines the policy and provisions of the Village's program for assistance to employees in furthering their education in areas that would be of mutual benefit to them and the Village.

#### II. POLICY

- A. The Village encourages its regular full-time employees to further their personal and professional development and effectiveness on the job by reimbursing full tuition, books and administrative fees covering work-related study programs. It is the Village's intention to administer this policy in a manner that will provide equal opportunity to all job classifications in all departments.

The Village of La Grange Employee Educational Assistance Benefits will consist of the following two categories:

1. Assigned Training - This category of educational assistance will consist of any training, seminar attendance or coursework that is determined by a respective Department Head to be required of an employee(s) in order to better enable that employee(s) to fulfill job responsibilities.
2. Voluntary Training - This category of education assistance will consist of those areas covered in Section V which an employee(s) may pursue independent of any assigned training which is job related and designed to help an individual perform better at his job classification.

#### III. ELIGIBILITY

The program or course must be related to the employee's immediate position.

#### IV. PROVISIONS FOR ASSIGNED TRAINING

- A. All assigned training requiring financing by the Village during a fiscal year must be listed in the proposed budget for a respective department.
- B. Department Heads will determine who from their department will be assigned for training.

- C. Those employees assigned to training during their normal working time may receive the following:
1. tuition
  2. registration fees
  3. course materials
  4. transportation\*
  5. employee salary
  6. lodging (extended training only)\*\*

- D. Those employees assigned to training on their regular day off or in addition to working their full work day will receive the following:

1. tuition
2. registration fees
3. course materials
4. transportation\*
5. compensation time paid at the rate of time and one-half\*\*\*
6. lodging (extended training only)\*\*

\* Those employees assigned to training who must provide their own transportation will be reimbursed pursuant to the mileage rate recognized by the Internal Revenue Service.

\*\* An employee attending extended training (three (3) or more days' duration) does not receive any overtime regardless of the length or number of hours required while attending said training.

\*\*\* Compensatory time will be taken at the convenience of the respective department.

## V. PROVISIONS FOR VOLUNTARY TRAINING

- A. Each department must have a budgeted amount of money from which to finance this category of Employee Educational Benefits.
- B. All employee requests for voluntary training must be made well in advance so as to allow adequate time for a respective Department Head's review.
- C. Any request to attend voluntary training must not interfere with the effectiveness of a respective department nor should said attendance place a respective department in a position necessitating extra pay for a replacement in order to cover a shift.
- D. The Department Head will determine who will receive assistance for reimbursable items in the event requests exceed the budgeted amount.

- E. All books purchased with Village funds must remain with the Village after the completion of any course. An employee has the option of purchasing books which, in that case, will remain the property of that employee.
- F. Only programs or courses offered by accredited organizations will be considered under this policy:
  - 1. Single formal courses, such as those offered by colleges and universities. Benefits to be received: tuition, fees and books.
  - 2. Special single short courses, such as those offered by associations, trade schools and professional groups. Benefits to be received: tuition, fees and books.
  - 3. High School Diploma Program. Benefits to be received: tuition, fees and books.

NOTE: Tuition, fees and books for the above Nos. 1 thru 3 must be refunded to the Village in full if an employee receiving a reimbursement leaves the employ of the Village within one (1) year from completing the course.

- 4. Associate or Bachelor's Degree. Benefits to be received: tuition, fees and books.

NOTE: The foregoing benefits under No. 4 will be reimbursed if in accordance with the following provisions:

- a. Two (2) courses for a school period (semester, quarter, etc.). Any requests for additional courses must be approved by the employee's Supervisor and Department Head.
  - b. Two (2) years of service to the Village after completing said degree.
- 5. Master's Degree Program. Benefits to be received: tuition, fees and books.

NOTE: The foregoing benefits under No. 5 will be reimbursed if in accordance with the following provisions:

- a. Two (2) courses for a school period (semester, quarter, etc.). Any requests for additional courses must be approved by the employee's Supervisor and Department Head.

- b. Three (3) years of service to the Village after competing said reimbursed degree.
- G. Students will not be reimbursed for any costs paid for them from some other educational assistance program.
- H. The Village shall have the right to recover full funds provided for educational assistance, for which payment has been made, if the employee fails, withdraws from, has an "Incomplete" for the course(s), does not provide the Fire Chief with a grade report within four weeks of completion of the course(s) of study, or voluntarily or involuntarily terminates employment with the Village, pursuant to Sections V-F-4(b) and V-F-5(b) above.

## VI. ADMINISTRATION OF PROGRAM

- A. All questions pertaining to the foregoing policy and provision guidelines will be decided upon by the Department Head and Village Manager.
- B. The following is the administrative procedure governing the Village Educational Assistance Policy which describes the interaction and responsibility between the employee, Supervisor, Department Head and Finance Director.
- C. Employee
  - 1. If contemplating a single formal course, special short course or correspondence course, please use Training Approval and Reimbursement Request (see attached).
  - 2. If contemplating enrolling in an Associate's, Bachelor's or Master's Degree program, discuss plans with Supervisor and prepare a letter to the respective Department Head outlining the personal and Village benefits to be derived from said degree program.
  - 3. Submit request or letter to Supervisor for approval.

- D. Supervisor
  - 1. Review and indicate recommendation on request or letter.
  - 2. Forward to Department Head.
- E. Department Head
  - 1. Review, indicate recommendation on letter or request and forward to Finance Director.
- F. Finance Director
  - 1. Verify availability of funds in Village budget. If no educational funds are available in the budget, the request will be denied. The educational benefits are limited to the specific amount adopted in the budget.
  - 2. Refer the approved form to Village Manager for signature.
- G. Employee
  - 1. Upon receiving approval, enroll in course.
  - 2. When course is completed, employee must furnish Supervisor with evidence of successful completion and receipts for the course and course related material, to fulfill their responsibilities to the Village.
- H. The Village agrees to reimburse employees covered by this agreement for voluntary educational assistance upon presentation of a receipt for full payment for course(s) authorized under Appendix "C"; such reimbursement shall be made within 21 days after a receipt for full payment has been presented to the Village. Such reimbursement payments are subject to repayment to the Village by the employee if all provisions for voluntary training and the administration of this program according to said Appendix "C" including, but not limited to, Sections V and VI, have not been met.

## VII. REIMBURSEMENT FOR EDUCATIONAL BENEFITS

Effective May 1, 1992, and in accordance with the language contained within the article of the collective bargaining agreement entitled "Educational Benefits," the Village will require reimbursement from employees who voluntarily separate their employment with the Village and have participated in the following employee training and educational opportunities:

<u>Type of Training</u>	<u>Amortization Period</u>
Fire Fighter II	2 years
Fire Apparatus Engineer	2 years
EMT-B	2 years
EMT-P	3 years
Fire Officer I	1 year
Fire Investigator	1 year
Arson Investigator	2 years
Executive Fire Officer (NFA)	3 years
Baccalaureate Degree Work or Above	3 years

Reimbursement shall be based upon all out-of-pocket expenses incurred by the Village, except for base wages and benefits. The amount to be reimbursed shall be reduced on a pro rata basis for each full year of employment after the training has been provided.

In the event an employee is provided multiple training opportunities, the amortization periods shall run concurrently based on course completion dates.

TRAINING APPROVAL AND REIMBURSEMENT REQUEST

Prior to course enrollment, this form shall be completed by the Department Head requesting the payment of tuition and book expense for an employee for educational expenses directly related to an approved course of instruction.

Employee Name \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

Course Description (attach copy of school bulletin, if possible; be precise)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reasons for Enrollment (be specific)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place of Instruction \_\_\_\_\_

Training Approval and Reimbursement Request (Cont'd.)



APPENDIX D

ANNUAL BASE SALARIES FOR FIRE FIGHTERS AND LIEUTENANTS

	Effective on May 1, 2014	Effective on May 1, 2015	Effective on May 1, 2016
<b>FIRE FIGHTER</b>			
Start	56,225	57,491	58,784
After 1 year	61,692	63,080	64,499
After 2 years	65,085	66,550	68,047
After 3 years	68,662	70,207	71,787
After 4 years	72,441	74,071	75,738
After 5 years	76,425	78,144	79,902
After 6 years	80,943	82,764	84,627
<b>LIEUTENANTS</b>			
Start	84,993	86,905	88,860
After 1 year	88,069	90,050	92,077
After 2 years	91,148	93,199	95,296

APPENDIX E

GRIEVANCE SUBMISSION FORM

VILLAGE OF LA GRANGE/IAFF LOCAL #2338

Date Submitted \_\_\_\_\_ Date Occurred \_\_\_\_\_

Aggrieved \_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_

Submitted to \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Received \_\_\_\_\_

Nature of Grievance ( ) Contract - Article(s) and Section(s) \_\_\_\_\_  
( ) Personnel Code - Article(s) and Section(s) \_\_\_\_\_

Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and to make whole.

This constitutes ( ) Step 1 ( ) Step 2 ( ) Step 3 ( ) Step 4  
of Article XXII, Section B of the Agreement and/or  
( ) Step 1 ( ) Step 2 ( ) Step 3 ( ) Step 4  
of Personnel Manual, effective January 1, 1996

Per the Agreement, response is required no later than \_\_\_\_ / \_\_\_\_ /

Received by (signature) \_\_\_\_\_

## APPENDIX F

### DRUG AND ALCOHOL TESTING POLICY

#### I. INTRODUCTION

The Village of La Grange has a responsibility to its employees and residents to provide a safe, lawful and productive workplace. Drug and alcohol abuse threaten health, endanger safety, harm productivity and undercut the quality of public services. The goals of this Policy are to enhance safety and productivity, encourage employees with drug or alcohol problems to seek help before the problems lead to discipline or discharge, and describe when employees are subject to drug/alcohol testing and discipline for violating this Policy.

To that end, all current members of the bargaining unit shall be supplied a copy of this Drug and Alcohol Testing Policy. The Village will meet with employees to explain the Policy. Local Union representatives shall be afforded the opportunity to be present at these employee meetings and explain the Union's role in regard to the Policy. New employees will be supplied with a copy of this Drug and Alcohol Testing Policy as part of the new employee orientation.

This Policy is effective May 1, 1996. This Policy applies to all members of the bargaining unit.

#### II. WORK RULES

- A. At all times that employees are working, performing assigned duties for the Village, operating Village vehicles or equipment, present on Village premises or at a Village worksite during their work hours, employees are prohibited from:
1. Using, possessing, selling, manufacturing, distributing, buying or dispensing drugs;
  2. Having a drug (or its metabolites) as defined herein in their system or abusing a prescription drug;
  3. Being under the influence of alcohol, or otherwise unfit to work or drive safely due to the consumption of alcohol; or
  4. Consuming or possessing alcoholic beverages.<sup>1</sup>

---

1. This policy does not prohibit employees from possessing unopened or sealed containers of alcoholic beverages in personal vehicles on Village premises. The privilege to possess alcoholic beverages in such circumstances will be withdrawn with respect to any employees who abuse it or violate this Policy. This Policy also does not prohibit employees from the otherwise lawful off-the-job use or possession of alcoholic beverages.

5. Abusing a prescription drug which has been legally prescribed and dispensed to the employee;
  6. Failing to (i) obtain information about a prescribed medication's effect on the employee's ability to perform his job safely, or (ii) immediately disclose to his supervisor any medication-related work restrictions, or (iii) disclose to his supervisor when taking medication whose container has warnings that the medication may affect an employee's ability to perform his or her job, or to drive or operate machinery; or
  7. Failing to comply with any state or federal drug testing, possession or drug free workplace laws applicable to bargaining unit employees.
- B. Compliance with the terms of this Policy and cooperation in the types of testing required by this Policy are conditions of continued employment.
- C. Employees are required to cooperate in inspections by the Village of its premises, equipment and vehicles. Such inspections may, among other times, occur when the Village has reason to suspect that illegal drugs, alcoholic beverages, or illegal drug paraphernalia are present on its premises.
- D. Employees who are convicted of, plead guilty to, or sentenced for, a crime occurring at a Village worksite or on Village premises which involves illegal drugs must notify the Village Manager or his/her designee within five (5) days of the event. Where employees who commit such crimes are directly engaged in or performing work under a state or federal grant or contract, their crimes will be reported to the contracting/granting agency within 10 days of notice to the Village.
- E. Employees who are arrested, indicted, or convicted of off-the-job crimes or serious traffic violations involving illegal drugs or alcohol may be subject to appropriate discipline, depending on applicable law, the nature of their job responsibilities, and any adverse effects on the Village's operations and reputation.

### III. DEFINITIONS

**Drugs** – Means any controlled substances listed in 720 ILCS 550/1 et seq., 720 ILCS 570/100 et seq., or 21 U.S.C. 812 et seq., including an analog of any listed drugs for which the person tested does not submit a valid pre-dated prescription, and all illegal drugs. In addition, “drug” includes “designer drugs” which may not be listed in the Controlled Substance Act but have adverse effects on perception, judgment, memory and/or coordination. “Illegal drug” shall be defined as cannabis and all controlled

substances under Illinois or federal law which are not being used under the supervision of a licensed health care professional or otherwise in accordance with federal law. The term may include, but is not limited to, marijuana, cocaine, LSD, amphetamines, heroin and PCP.

**Under the Influence of Alcohol** -- means an alcohol concentration of .02% or more, or actions, appearance, speech, or bodily odors which reasonably cause a Supervisor or Department Head to conclude that an employee's ability to work safely or effectively has been impaired by alcohol. (An alcohol concentration of .02% or more shall constitute a "positive test for alcohol"). A blood alcohol content of less than .02% shall not preclude the Village from acting to prove that the employee was unable to perform his duties properly.

**Village Premises** -- means all property leased, managed or owned by the Village including, but not limited to, buildings, offices, facilities, grounds, vacant property, worksites, streets, alleys, rights-of-way and parking lots.

**Positive Test Results** -- shall mean a positive result on both an initial screening test and a confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative. A positive confirming test result for alcohol is one where the specimen tested contained alcohol at a concentration of .02% or more. A positive confirming test result for drugs shall be determined by the Medical Review Officer based on the prevailing National Institute for Drug Abuse (NIDA) standards which may be amended from time to time.

**Medical Review Officer** -- The Village shall designate a Medical Review Officer. The Medical Review Officer is a licensed physician who shall, among other things as may be determined by the Village, be responsible for receiving and reviewing positive test results for drugs and evaluating the employee's explanation for a positive test result.

#### IV. SUPERVISORY TRAINING

All Village Supervisors and Department Heads shall receive appropriate training in the following areas:

- A. The terms of and documentation required by this Policy;
- B. The signs of drug and alcohol use and abuse and the procedures to be followed in selecting employees for testing;
- C. How to refer employees to the EAP; and
- D. How to maintain appropriate confidentiality under this Policy.

The Village Manager, or his/her designee, shall be responsible for such training.

#### V. TYPES OF TESTING

Employees are subject to drug and/or alcohol testing under this Policy when:

- A. Reasonable cause exists to suspect that they are using, possessing, buying, dispensing, manufacturing, or distributing illegal drugs or alcohol, or abusing prescription drugs in violation of this Policy;
- B. Reasonable cause exists to suspect that they have a performance or attendance problem caused by drugs or alcohol or abuse of prescription drugs;
- C. They have caused or contributed to an on-the-job accident resulting in property damage or an injury requiring medical treatment when there is reasonable cause to suspect that the employee was using or ingesting drugs or alcohol, or abusing prescription drugs;
- D. They are subject to follow-up testing because they have tested positive previously, or violated this Policy, or entered into an agreement providing for such testing; or
- E. Laws or government regulations require such testing.<sup>2</sup>

All applicants must take and pass a drug test before beginning work or receiving an unconditional offer of employment.

#### VI. TESTING AND COLLECTION PROCEDURES

The Village may order an employee to submit to testing under this Policy. Prior to providing a specimen, the employee shall be given a brief, general written statement of the reasons for the test. Refusal to submit to and cooperate in such tests may subject the employee to discharge, but the employee's cooperation in testing shall not be construed as a waiver of any objection, grievance or rights. In addition, an employee must be given a reasonable opportunity, not to exceed 30 minutes, after receipt of the written statement, at the discretion of the Village, to contact and confer with counsel or a Union representative, prior to collection. The employee shall be accompanied to the testing site by a Supervisor or Department Head and Union Representative, provided such representation is available and does not delay the process for more than 30 minutes.

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<sup>2</sup> Employees who are subject to testing under such laws or regulations remain subject to this Policy to the extent it is not inconsistent with such laws or regulations.

With respect to any drug tests conducted under this Policy:

- A. The Village currently utilizes a ten panel drug screen. The ten panel drug screen encompasses the following drugs:
1. Amphetamines
  2. Barbiturates
  3. Benzodiazepine (Valium)
  4. Cannabinoids (Marijuana)
  5. Cocaine
  6. Methadone
  7. Methaqualone
  8. Opiates and Opioids
  9. Phencyclidine (PCP/Angel Dust)
  10. Propoxyphene (Darvon)

The Village reserves the right to change the ten panel test from time to time with notice to the Union.

- B. Urine specimens shall be collected by trained personnel at medical facilities chosen by the Village;
- C. Persons providing urine specimens shall be allowed to do so privately unless there is a reason to believe they may be attempting to provide an altered, adulterated, or substituted specimen;
- D. The Village shall use a testing laboratory which is certified by the federal government to do drug testing and which holds all legally-required licenses. (National Institute for Drug Abuse (NIDA) certified laboratories.) Prevailing NIDA standards shall be used in determining positive levels of drug concentrations. The laboratory shall use the EMIT procedure as the initial screening method. The laboratory shall confirm all positive screens using Gas Chromatography/Mass Spectrometry;
- E. Confirmed positive specimens shall be refrigerated and preserved in a sufficient quantity for retesting for a least one year;
- F. Employees who test positive shall have a reasonable opportunity to establish a legitimate medical explanation for, or otherwise rebut or explain, their test results, to the satisfaction of the Village's Medical Review Officer (MRO). The Medical Review Officer may, among other things, conduct an interview with the individual tested; and review the individual's medical history and other relevant factors if requested by the employee. In all cases, the MRO shall forward his/her findings to the Village Manager or his designee.

- G. Employees shall be advised, prior to collection, of their right to provide split specimens. If split specimens are collected, employees shall have 72 hours from notice of positive test results to designate another federally-certified laboratory to test the split sample. If an employee chooses, within the specified 72 hours to test the split specimen, such test shall be at the employee's expense. The presence in any concentration of any illegal drug or its metabolite in such retested specimens shall constitute a positive retest.
- H. There shall be a written chain of custody from collection through specimen disposal; and
- I. Absent the prompt submission of acceptable medical documentation that an employee is unable to provide a sufficient urine specimen because of a medical condition, an employee's failure to provide such a specimen shall constitute a refusal to cooperate.

With respect to any alcohol tests conducted under this Policy:

- A. Employees may be required to provide breath or blood specimens at properly-licensed medical facilities chosen by the Village;
- B. Breath tests shall be performed by trained breath-testing operators using devices which conform to National Highway Transportation Safety Administration Standards;
- C. If an initial breath test results in an alcohol concentration of .02% or more, a confirmation breath test shall be performed approximately 15-20 minutes later;
- D. The results of the confirmation test shall be the official test results for purposes of this Policy;
- E. Absent the prompt submission of acceptable medical documentation that an employee is unable to provide a sufficient breath specimen because of a medical condition, an employee's failure to provide such a specimen shall constitute a refusal to cooperate; and
- F. Blood tests shall be performed by a laboratory licensed under the Clinical Laboratories Improvement Act, using a reliable methodology.

Employees shall receive copies of all information and reports received by the Village relating to their specimens and test results.

Employees who are sent for testing will be suspended with pay after the collection process is complete, unless there is an independent reason to suspend them without pay.

## VII. CONSEQUENCES OF TESTING POSITIVE AND POLICY VIOLATIONS

Employees will be subject to discipline, up to and including discharge in accordance with Village policies and procedures, if they:

- A. Possess, use, sell, manufacture, distribute, buy or dispense drugs as defined herein or alcoholic beverages, or abuse prescription drugs in violation of this Policy;
- B. Refuse to cooperate in required testing or failed to provide acceptable medical documentation regarding their inability to provide specimens;
- C. Test positive or violate this Policy;
- D. Tamper with the collection process.
- E. Report that they have been convicted of, pled guilty to, or been sentenced for a crime involving illegal drugs which occurred at a Village worksite or on Village premises, or who are required to report such crimes to the Village, but fail to do so.

Employees may, at the discretion of the Village, be referred to the EAP for a violation of this Policy.

## VIII. EMPLOYEE ASSISTANCE

Employees may, at the discretion of the Village, be referred to an Employee Assistance Program (EAP) for a violation of this Policy. It is the Village's intent to support employees who voluntarily refer themselves for treatment before they become subject to discipline or are selected for testing.

The Village shall not discipline or take any adverse employment action against an employee who for the first time voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the testing of an employee or unless the employee is found impaired, using drugs or alcohol or under the influence of drugs or alcohol on the job. The Village may, however, at its discretion, require re-assignment or relief from duty if the employee is unfit for his current assignment.

The Village strongly encourages employees with drug or alcohol problems to seek professional help. The Village will not discriminate or retaliate against an employee who "voluntarily" comes forward to request assistance. Seeking assistance, however, does not insulate an employee from discipline for violation of Village rules, failure to fulfill obligations under an employee assistance/treatment program, or for future violations of

Village rules. Further, employees seeking or required to seek assistance may also be subject to random testing during and for eighteen (18) months following successful completion of an employee assistance/treatment program.

Records relating to an employee's use of the EAP are confidential, although such records may be disclosed:

1. To verify compliance with the terms of mandatory referrals;
2. As permitted by law; and
3. When a legal (including grievances and ULPs) proceeding against the Village or its agents is initiated by or on behalf of an EAP user or his agents (including the Union) which involves such records.

The Village's obligation to provide treatment under this Article shall be limited to services provided and paid for by the Village's insurance plan in which the employee is enrolled.

In the event the nature of the treatment program (e.g., out-patient treatment) allows the employee to continue to work during his treatment, the Village shall maintain the individual's previous employment status with the exception of possible re-assignment or relief of duties as set forth above. In the event an employee participates in an in-patient program which precludes continued employment, the employee shall be required to use sick leave, vacation and/or personal time. If the employee has exhausted all accumulated benefit time, he may be placed on an unpaid leave.

Employees may also be referred to the EAP on a mandatory basis. In such cases, continued employment may be conditioned on documented cooperation in a chemical dependency assessment, documented successful completion of all recommended treatment, taking and passing follow-up tests and other appropriate conditions as determined by the Village.

## IX. CONFIDENTIALITY

The Village will attempt, to the extent required by law, to maintain the confidentiality of EAP records, positive test results, and information provided by the MRO. Such results and information shall be disclosed to the person tested, the Fire Chief, the Village Manager or his designee and such other officials within the Village on a "need-to-know" basis. Written documents shall be placed in a separate file, apart from the employee's personnel file, maintained at the Village Hall. The written documents shall be kept in a secure manner within the file.

Such results and information shall be disclosed outside the Village only where required by law, pursuant to an arbitration proceeding where required by court order, or the employee directly or indirectly initiates a claim, grievance, or other proceeding against the Village or its agents requiring disclosure of the information. Release of such records shall be documented.

X. NONDISCRIMINATION

The Village will continue to reasonably accommodate qualified persons with disabilities, to the extent required by law. Employees have the option of using accumulated paid leave or leave of absence without pay during treatment.

XI. NO GUARANTEE OF EMPLOYMENT

Nothing in this Policy is a contract or guarantee of continued employment, or modifies existing at-will relationships between the Village and its employees.

APPENDIX G

ASCERTAINED MERIT POINTS - LIEUTENANTS EXAM

Candidates for the position of Lieutenant will receive up to a total of ten (10) points for educational activity. Such points will be awarded for the courses, programs, or certifications listed below or their predecessor names only. Such points will be awarded only for courses which are completed, and for which the candidate has received a diploma or certificate of completion with a passing grade, as of May 1 of the year of the test.

Section 1: The Candidate will receive points for the highest degree completed.

Associate's Degree In Fire Science or Fire Management .....	2.0
Associate's Degree in any other field .....	1.0
Bachelor's Degree - Fire Science or Fire Management.....	4.0
Bachelor's Degree in any other field .....	2.0
Certificate of Applied Science: Fire Science .....	1.0

Section 2: The Candidate will receive points for Fire Officer Certifications - State of Illinois. Points will be awarded per the following for each complete certification and/or for completion of component parts.

Fire Officer I - Complete .....	2.0
Instructor I .....	0.4
Leadership I .....	0.4
Leadership II.....	0.4
Tactics & Strategy I .....	0.4
Fire Prevention Principles.....	0.4
Fire Officer II - Complete.....	2.0
Instructor II .....	0.5
Leadership III.....	0.5
Leadership IV .....	0.5
Tactics & Strategy II.....	0.5

Example 1: Candidate who has completed *Fire Officer I* and taken *Instructor II* would receive 2 points for FOI plus 0.5 points for the one part of the FOII certification.

Example 2: Candidate who has completed *Instructor I*, *Leadership I* and *Tactics & Strategy I* would receive 1.2 points for completion of three components.

Section 3: Points for additional certifications (must be OSFM, IFSI, ILFCA, ILFIA, NFA) or obtained through an accredited college.

Fire Investigator (Points awarded to a maximum of 2.0\*)

Investigator I & II (Must complete both) .....	1.0
Investigator III .....	0.5
Arson Investigator .....	0.5

Fire Prevention Programs

BOCA or NFPA Certification * .....	1.0
*Minimum 40 hour course resulting in certification.	

Hazardous Materials (Points awarded to a maximum of 2.0\*)

Operations.....	0.5
Technician A.....	0.5
Technician B.....	0.5
Incident Command (must be Technician).....	0.5

Instructor III.....0.5

Technical Rescue (Points awarded for each component completed to a maximum of 3.0 total\*)

Confined Space.....	0.5
Trench Operations .....	0.5
Vehicle Machinery Operations .....	0.5
Rope Operations .....	0.5
Vertical II.....	0.5
Structural Collapse Operations .....	0.5
Trench Technician .....	0.5
Vehicle Machinery Technician.....	0.5
Structural Collapse Technician.....	0.5
Technical Rescue Awareness .....	0.5
Water Operations .....	0.5
(Can also refer to OSFM Personnel Standards & Education Flow Chart)	

**NOTE: Only one (1) certification may be applied to obtained merit in that field.  
Certifications may not be used in multiple categories.**

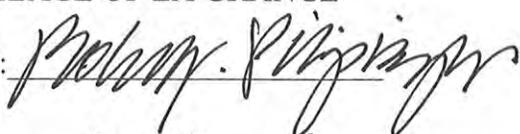
SIDELETTER OF AGREEMENT

During the course of the 2009 negotiations, the parties revised the drug testing language to remove the automatic "second chance" language for non-probationary firefighters and replace it with language recognizing that employees who violate the policy are subject to discipline up to and including discharge under a just cause standard.

Both parties recognize that, at least for non-probationary employees, the parties have not adopted a "zero tolerance" standard, but instead are applying a "just cause" standard. Each violation of this policy will have to be reviewed on its own merits, and the level of discipline imposed will depend upon the circumstances and ultimately will be subject to arbitral review if grieved to arbitration.

VILLAGE OF LA GRANGE

BY:

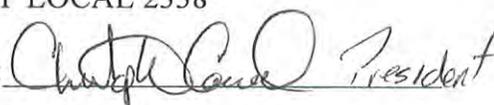


DATE:

4.14.15

IAFF LOCAL 2338

BY:

 President

DATE:

April 5 2015

## SIDE LETTER OF AGREEMENT

During the negotiations leading to a previous collective bargaining agreement (2004 – 2009 Agreement), the parties agreed to the following:

- A. The Village shall offer employees the option of participating in a HSA/PPO insurance plan and to establish Health Savings Accounts as an additional option to the Village's insurance offered in Article XVII, subject to the following terms and conditions:
  1. The HSA/PPO shall be a plan that qualifies as a High Deductible Health Plan (HDHP) with minimum deductibles of \$1,000 (self only), \$2,000 (family coverage) and annual out-of-pocket maximum not exceeding \$3,000 (self) and \$7,500 (family). The specific levels of these factors shall be determined by the Union after consultation with the Village and the Village's insurance broker and/or other resource experts. The Village and the Union shall cooperate to identify a HDHP that provides quality coverage and at an acceptable cost. The parties shall endeavor in good faith to obtain an acceptable HDHP by January 1, 2006. Either party may extend this time period for an additional sixty (60) days by written notice to the other.
  2. The HSA/PPO shall be a benefit independent from the insurance plan(s) offered by the Village pursuant to Article XVII and shall not interfere with the Village's rights under Article XVII to contain costs and maintain, change or alter the Article XVII insurance plan(s) it offers.
  3. The HSA/PPO shall be open for participation by all Village employees should the Village choose to offer it to such employees.
  4. The HSA/PPO plan shall be cost neutral to the Village. The Village shall contribute towards the monthly premium for employees opting for the plan in the amount it would have contributed had the employee opted for the insurance provided under Article XVII. For example, the Village shall pay towards the HSA/PPO premium of an employee opting HSA/PPO family coverage the monthly amount it would have paid on behalf of that employee had the employee enrolled in the insurance plan(s) offered under Article XVII. If the HSA/PPO premium is higher than such Village payment, the employee shall pay the difference.
  5. The HSA/PPO plan has a target effective date of no later than January 1, 2006. Employees shall have the right to switch between the HSA/PPO plan and the insurance provided in Article XVII during regular enrollment periods.

6. It is understood that the Village cannot unilaterally eliminate the HSA/PPO plan, even if there is no enrollment in the plan, as long as a plan meeting the requirements herein is available. This condition exists in order to make the plan available for new hires or prospective retirees.

The parties recognize that if, at any point, the HSA/PPO plan later fails to meet the conditions set forth above, the Village and the Union shall work together in good faith for up to sixty (60) days (or a longer period if mutually agreed by the parties) to find an alternative or revised HSA/PPO plan meeting the above requirements. In the event no such plan is found, the HDHP may be discontinued.

- B. The parties hereby agree that, at the election of the Union, the retroactive pay for the 4% salary increase effective May 1, 2004 shall be deposited into employee health savings plans or, at the employee's option for those who have elected the HSA/PPO plan, the employee's health savings account. For employees opting for the HSA/PPO plan, retroactive pay of the 4% increase shall be deposited into the employee's health savings account when they are established.

VILLAGE OF LA GRANGE

BY: 

DATE: 4-14-15

IAFF LOCAL 2338

BY:  Presid. +

DATE: April 5 2015

SIDE LETTER OF AGREEMENT

The bargaining unit recognizes that the Village of La Grange is in the process of evaluating the rank structure within the La Grange Fire Department. The bargaining unit acknowledges that per a letter dated 10/13/2011, the Village informed the bargaining unit their intent to evaluate and restructure the ranks within the Department. While the Village and the Union disagreed as to whether the Village had made "temporary appointments" during the pendency of the restructuring process, as part of that restructuring process Local 2338 agreed to waive any claims it or its' members might have regarding any 180 day limit on temporary appointments set forth by the Fire Department Promotion Act.

Under this agreement, an employee continuously working in an acting capacity for more than a complete calendar year will be eligible for step increases to the employee's working out of classification pay for the remainder of the employee's acting assignment equal to those provided to the actual position or rank for the additional time spent acting in that capacity. In the event the employee is promoted directly from his acting assignment into the actual rank after having received a working out of classification pay step increase, that increase will carry over into their new rank. The Village agrees that they will not remove an employee from serving in an acting capacity without a legitimate reason.

This side letter of agreement and Local 2338's waiver of any rights it may have regarding limits on temporary appointments shall end upon the earlier of the completion of the Department's restructuring or April 30, 2017.

VILLAGE OF LAGRANGE

By: *Robert P. [Signature]*  
Date: 4-14-15

IAFF LOCAL 2338

By: *Charles [Signature] President*  
Date: April 5 2015