

# Village of La Grange



## VILLAGE BOARD MEETING

MONDAY, MARCH 13, 2006

7:30 p.m.

Village Hall Auditorium

53 South La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger  
Village President

Robert N. Milne  
Village Clerk

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING

Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525

AGENDA

Monday, March 13, 2006 – 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL
  - President Elizabeth Asperger*
  - Trustee Richard Cremieux*
  - Trustee Mike Horvath*
  - Trustee Mark Langan*
  - Trustee Tom Livingston*
  - Trustee Nicholas Pann*
  - Trustee Barb Wolf*
  
2. PRESIDENT'S REPORT
  - This is an opportunity for the Village President to report on matters of interest or concern to the Village.*
  
  - A. Proclamation – Celebrating the 125<sup>th</sup> Anniversary of the First Congregational Church of La Grange
  
  - B. Presentation – Debra Verschelde, Executive Director, Southwest Suburban Center on Aging (Senior Center)
  
  - C. Appointments – Fire Pension Board and Police Pension Board
  
3. PUBLIC COMMENTS REGARDING AGENDA ITEMS
  - This is the opportunity for members of the audience to speak about matters that are included on this Agenda.*
  
4. OMNIBUS AGENDA AND VOTE
  - Matters on the Omnibus Agenda will be considered by a single motion and vote because they already have been considered fully by the Board at a previous meeting or have been determined to be of a routine nature. Any member of the Board of Trustees may request that an item be moved from the Omnibus Agenda to Current Business for separate consideration.*
  
  - A. Advance Purchase – Fire Department / Utility Vehicle Replacement
  
  - B. Award of Contract – Water System / High Lift Pump Replacement
  
  - C. Not-For-Profit Solicitation Permit – Helping Hand Rehabilitation Center

- D. Consolidated Voucher 060227
- E. Consolidated Voucher 060313
- F. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, February 13, 2006

5. CURRENT BUSINESS

*This agenda item includes consideration of matters being presented to the Board of Trustees for action.*

- A. Ordinance – Variation – Maximum Building Coverage / Timothy and Stephanie Beale, 444 S. 8<sup>th</sup> Avenue: *Referred to Trustee Livingston*
- B. Ordinance – Non-Home Rule Sales Tax: *Referred to Trustee Wolf*
- C. Resolution – Ratification of Collective Bargaining Agreement Between the Village of La Grange and IAFF Local No. 2338 (Fire Fighters and Fire Lieutenants): *Referred to Trustee Cremieux*

6. MANAGER'S REPORT

*This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.*

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

*This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.*

8. EXECUTIVE SESSION

*The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.*

- A. Closed Session – Personnel Matters

9. TRUSTEE COMMENTS

*The Board of Trustees may wish to comment on any matters.*

10. ADJOURNMENT

---

The Village of La Grange is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions, regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (708) 579-2315 promptly to allow the Village to make reasonable accommodations for those persons.

**PRESIDENT'S REPORT**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager

DATE: March 13, 2006

RE: **PROCLAMATION — 125<sup>TH</sup> ANNIVERSARY OF THE FIRST  
CONGREGATIONAL CHURCH OF LA GRANGE**

---

The First Congregational Church of La Grange is celebrating its 125<sup>th</sup> Anniversary this year. The First Congregational Church of La Grange was the first church established in La Grange following the incorporation of La Grange as a Village in 1879. La Grange is home to many houses of worship and they are part of the Village's diverse and rich history. For these reasons, it is appropriate to mark this milestone in public.

As part of its many anniversary celebration activities, the First Congregational Church has asked that the Village Board adopt a proclamation of recognition. Minister Steve Lucas is the current Pastor of the First Congregational Church. However, he will not be able to attend the Village Board meeting due to a prior commitment. Church member Jerry Palmer will accept the proclamation on behalf of Pastor Lucas and the entire congregation.

It is our recommendation that the Village Board approve the attached proclamation.

H:\celder\ellic\BrdRpt\ProclamationChurch.doc

2-A

**VILLAGE OF LA GRANGE  
PROCLAMATION**

**“Celebrating the 125<sup>th</sup> Anniversary of the  
First Congregational Church of La Grange”**

**WHEREAS**, the Village of La Grange, since its founding, has been dignified and graced by the physical presence of churches of many denominations; and

**WHEREAS**, the many churches in our community contribute in a most singular and significant manner to the spiritual, educational and social life of the citizens of La Grange; and

**WHEREAS**, the First Congregational Church of La Grange was the first church established in La Grange, following the incorporation of La Grange as a Village in 1879; and

**WHEREAS**, the First Congregational Church of La Grange, since its founding on March 8, 1881, has deeply enriched and profoundly influenced the lives of generations of many of La Grange citizens;

**NOW, THEREFORE**, I, Elizabeth M. Asperger, President of the Village of La Grange, on behalf of the Village Board of Trustees, do hereby proclaim our heartfelt congratulations to the clergy and congregation of the First Congregational Church of La Grange for their 125<sup>th</sup> Anniversary; express our pride, appreciation and respect; and extend sincere wishes for many future years of continued dedication to its ideals, and service to our community.

Dated at the Village of La Grange, Illinois this 13<sup>th</sup> day of March, 2006.

Elizabeth M. Asperger  
Village President

ATTEST:

Robert N. Milne  
Village Clerk

2-A.1

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager

DATE: March 7, 2006

RE: **PRESENTATION – DEBRA VERSCHELDE, EXECUTIVE DIRECTOR,  
SOUTHWEST SUBURBAN CENTER ON AGING (SENIOR CENTER)**

---

In response to several citizen inquiries, we have invited Senior Center Executive Director Debra Verschelde to make a brief presentation to the Village Board concerning program changes at the Senior Center. The Village has a long term lease with the Southwest Suburban Center on Aging to provide services for senior citizens at a facility located at 111 W. Harris Avenue.

The Senior Center Board of Directors recently decided to restructure the delivery of some of its programs after having conducted an extensive strategic planning process. It is our understanding that while some of these changes include relocating its recreational and meal programs, this action will make more space available at the Senior Center to continue to provide and expand its social service programs.

La Grange seniors should note that the Senior Center is not closing and that none of the changes have been prompted by the Village.

H:\celder\ellie\BrdRpt\SrCtr.doc

2-B

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village Clerk, Board of Trustees and Village Attorney  
FROM: Elizabeth M. Asperger, Village President  
DATE: March 7, 2006  
RE: **APPOINTMENTS — FIRE PENSION BOARD AND  
POLICE PENSION BOARD**

---

Recent changes in Illinois Pension Law dictate a restructuring of our Fire Pension Board. The amended statute requires a board made up of 5 members (compared to our current 9 member Board) to be in place by April 17, 2006. Three members of the board are elected by the participants of the pension fund, and the Village President is responsible for appointing the other two members of this board. One appointment for the initially constituted board will be for a three year term, and the other for a two year term, so that the appointed members' terms will be staggered. Thereafter, appointments will be for three year terms.

I recommend that the two members appointed to the Fire Pension Board by the Village President be Fire Chief David Fleege (for an initial term of 3 years) and Finance Director/Village Treasurer Lou Cipparrone (for an initial term of 2 years). Each of these individuals presently serves on the Board as a voting member.

To be consistent with the restructuring of the Fire Pension Fund Board, I further recommend that Police Chief Michael Holub be appointed to fill the current vacancy on the Police Pension Board, for a 2 year term. When the term of the other board member appointed by the Village President expires in 2007, I will recommend the appointment of Finance Director/Village Treasurer Lou Cipparrone to that position.

Our pension boards perform other duties beyond the review of investment activity. They also evaluate disability claims, fitness for duty and other matters of an operational nature. I feel that the Fire Chief, Police Chief and Finance Director are best suited to perform these functions on behalf of the Village.

I offer these appointments for your consideration and recommend that they be approved.

2-c

**OMNIBUS VOTE**

VILLAGE OF LA GRANGE  
Fire Department

**BOARD REPORT**

TO: Village President, Village Clerk, and  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager and  
David W. Fleege, Fire Chief

DATE: March 13, 2006

RE: **ADVANCE PURCHASE – FIRE DEPARTMENT / UTILITY VEHICLE  
REPLACEMENT**

---

Within the proposed FY 2006-07 Village budget, the Fire Department is scheduled to replace a 1997 Ford Ranger Pick-Up Truck.

Historically, we have purchased our vehicles through the West Central Municipal Conference (WCMC) Suburban Purchasing Cooperative which works through the state purchasing contract. This year, the preferred vendor is Anderson Ford of Berwyn, Illinois, who has agreed to match the state bid pricing. Additionally, they have offered a better trade-in allowance for the Ford Ranger and their close proximity to La Grange offers more convenient vehicle service and maintenance options.

In order to take advantage of the lowest price guarantee for the current purchasing period, all orders must be made by March 31<sup>st</sup>.

Below is a cost summary of the vehicle purchase:

2006 Ford Explorer:

Base Price w/ option:	\$ 21,408
<u>Less Trade-in:</u>	<u>3,800</u>
 TOTAL PACKAGE	 \$ 17,608

With \$ 18,000.00 available in the Equipment Replacement Fund, we will be \$392 under budget.

We are requesting your permission to order the replacement vehicle at this time, with the understanding that we will not be invoiced until after May 1, 2006. It is our recommendation that Village staff be authorized to purchase the replacement vehicle for the Fire Department as described above.

4-A

VILLAGE OF LA GRANGE  
Public Works Department

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees, and Village Attorney

FROM: Robert Pilipiszyn, Village Manager  
Ken Watkins, Director of Public Works

DATE: March 13, 2006

RE: **AWARD OF CONTRACT – WATER SYSTEM / HIGH LIFT PUMP  
REPLACEMENT**

---

The Fiscal Year 2005-06 Village budget provides for the replacement of a high lift water distribution pump. The East Avenue Pumping Station houses three high lift pumps, which pump water throughout the Village's distribution system. The life expectancy of these pumps is approximately six years. Pump Number "1" was replaced in 2001, and although maintenance was performed on this particular pump last year, it is in need of replacement before high demand begins this summer.

Due to the specialized nature of this work, competitive quotations were solicited from four vendors known to us to be capable of removing the old pump and replacing it with a new, 900 gallons per minute high lift pump. This equipment meets or exceeds our specifications, including a one-year warranty on both equipment and labor. The table below reflects the quotes received for this equipment. Please note that Metropolitan Pump Company and Gas-Voda Company declined to submit a quotation.

VENDOR/LOCATION	QUOTE
Municipal Well & Pump/Waupum, WI	\$11,433
Layne-Western Co./Aurua, IL	\$16,966
Metropolitan Pump Co./Romeoville, IL	No Quote
Gas-Voda Company/Calumet City, IN	No Quote
<b>FY 2005-06 Water Fund / New Equipment line item budget</b>	<b>\$18,000</b>

The low quote was submitted by Municipal Well & Pump. This firm was responsible for the scheduled replacement of Pump Number "3" in 2002-03. All work was performed in a satisfactory manner and according to specifications. There are sufficient funds in the Water Fund / New Equipment line item budget for the replacement of this pump.

4-B

Award of Contract – Water System / High Lift Pump Replacement  
Board Report – March 13, 2006 – Page 2

It is our recommendation that the Village Board waive the competitive bidding process and authorize staff to enter into an agreement with Municipal Well and Pump of Waupum, Wisconsin for the replacement of Water System Pump No. “1” in the amount of \$11,433.

4-B.1

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees, and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager

DATE: February 23, 2006

RE: **NOT-FOR-PROFIT SOLICITATION PERMIT – HELPING HAND  
REHABILITATION CENTER**

---

The following not-for-profit organization has submitted a first time request to solicit donations in the Village and is presented for your approval:

Helping Hand Rehabilitation Center Service For Life  
9649 W. 55<sup>th</sup> Street  
Countryside, IL 60525

Development Director: Susan Tutt-Parsons

Phone: (708) 352-3580 x422

Use: Provide services for children and adults with developmental disabilities.

Helping Hand has had a long history of service to the citizens of La Grange. They operate a facility at 10 N. Beech (rehabilitation) and 16 Dover (residential). Helping Hand is requesting to conduct on-street solicitation for its organization on Friday, April 21 and Saturday, April 22. Helping Hand is also requesting a waiver on time limitations to start early each morning (see attached written request for more information). Also attached for your reference is a list of not-for-profit organizations who have previously been granted permission to solicit in La Grange and a copy of our regulations governing solicitation by not-for-profit organizations.

We recommend that the above listed not-for-profit organization be approved to solicit in the Village of La Grange and that the Village Board grant the time limitation waiver as requested.

4-C



February 14, 2006

Village of LaGrange  
53 S. LaGrange Road  
P.O. Box 668  
LaGrange, Il 60525  
Attn: Ellie Elder

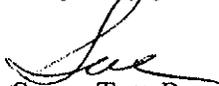
Hi Ellie,

I am placing a request for donation solicitation from Helping Hand Rehabilitation Center located in Countryside, Illinois. We provide quality services for over 350 children and adults with developmental disabilities. Many of our clients are from the Village of LaGrange.

We would like to solicit on the corner of 47<sup>th</sup> and LaGrange Road on April 21<sup>st</sup> and 22<sup>nd</sup> of 2006. The hours would be Friday 6:30 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M., and Saturday hours would be 2-hour shifts from 8:00 A.M. to 6:00 P.M. I am sending along a certificate of insurance naming LaGrange in the amount of \$1,000,000. Safety vests will be worn at all times. I am also a requesting a waiver on the time limitations since Friday morning we would want to catch folks on their way to work. The captain for this corner is Mike Slinkman, 5737 Kensington, Countryside, 708-482-3097, [REDACTED]. As soon as he has secured all of his volunteers, I will have him send you a complete list of names, addresses, etc.

Thank you very much for your consideration in this matter. I will be waiting for your reply.

Very truly yours,

  
Susan Tutt-Parsons \* 208  
Development Director



9649 W. 55th Street  
Countryside, Illinois 60525  
P 708 352 3580 x422  
F 708 352 3763  
www.hhrehab.org

4-C-1

**VILLAGE OF LA GRANGE  
NOT-FOR-PROFIT LIST OF SOLICITORS**

Name of Not-for-Profit Organization	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997
NPA National People's Action										x
American Legion -- Robert E. Coulter, Jr. Post No. 1941		x	x	x	x	x	x	x	x	x
American Majestic Eagles - Youth Business Training Program, Inc.									x	x
Camp Fire U.S.A. - Illinois Prairie Council		x	x	x	x	x	x	x	x	x
Campaign for Drug Education Awareness (C.D.E.A)		x	x	x	x	x				
Catholic Charities							x	x	x	x
Children's Benefit League of Chicago & Suburbs							x	x	x	
Citizen Action (Formerly Illinois Public Action)									x	x
Citizens for a Better Environment							x	x	x	x
Citizens for a Healthful Environment				x	x					x
Community Extension Program (CEP)			x					x		x
Community Family Service & Mental Health Center / Community Care Options	x	x	x	x	x	x	x	x	x	x
Easter Seal Society										x
Fund for Public Interest Research (National Wildlife Federation/Save the Children)			x			x			x	x
Girl Scouts (Whispering Oaks and DuPage County Council)	x	x	x	x	x	x	x	x	x	x
Greenpeace										x
Have-A-Heart Charities			x	x	x	x	x	x		x
Heartland Independent Veteran's, Inc.										x
Illinois Peace Action (Formerly SANE/FREEZE)								x		
Illinois Public Interest Research Group		x	x	x	x	x	x	x	x	x
Kiwanis Club of La Grange		x	x	x	x	x		x	x	x
Knights of Columbus (La Grange)		x	x	x	x	x	x	x	x	x
La Grange Fire Department				x		x				
La Salle Bank (March of Dimes Walk America)										x

4-C.2

Name of Not-for-Profit Organization	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997
Les Turner ALS										X
LIONS Club International (Brookfield-La Grange Park Lions Club)		X	X	X	X	X	X		X	
Little City Foundation										X
Misericordia - Heart of Mercy	X	X	X	X	X	X	X	X	X	X
Missionary Church of the Disciples of Jesus Christ (Approved 8/11/03)										
NEED Foundation								X		
New Foundation of Hope, Inc.				X						
Parc								X		
PLUS										X
Rich Port YMCA				X	X		X	X	X	X
Salvation Army	X	X	X	X	X	X	X	X	X	X
Seventh Avenue Parent Teacher Organization						X				
Southwest Suburban Center on Aging					X		X	X	X	X
Total Dedication (American Community Services)										X
VietNow Heartland Chapter										X

4-c.3

# Village of La Grange

## RIGHT-OF-WAY AND DOOR-TO-DOOR SOLICITATION BY NOT-FOR-PROFIT ORGANIZATIONS



The following procedure is followed for any individual or organization wishing to conduct a public right-of-way or door-to-door solicitation for a not-for-profit agency:

1. The agency must submit a written request, on agency letterhead, to the Village Clerk's Office at the address below. Such request must include:
  - A. Explanation of services
  - B. Date(s) requested
  - C. Copy of letter from Illinois Attorney General confirming not-for-profit status
  - D. List of those who will be soliciting/canvassing, including name, address, phone number and Social Security number
2. The first time an agency requests to solicit in the Village of La Grange, such request must be approved by the Village Board. Future requests from the same agency are approved administratively.
3. The Village Clerk will send a letter of approval/denial to the agency; a copy of such letter is sent to the Police Department.
4. The day(s) granted to each solicitor/canvasser is marked on the Village calendar so that permission is not granted to more than one agency for any one day.
5. Solicitors may only operate in the Village of La Grange as specified below:
  - A. No soliciting shall take place on Sundays.
  - B. No soliciting shall exceed a maximum of 15 days in any 12-month period.
  - C. Soliciting shall be permitted between the hours of 9:00 a.m. and 9:00 p.m. on weekdays and Saturdays.
6. All agency solicitors must register at the Police Department, 304 West Burlington Avenue, each day of soliciting.
7. No one is allowed to stand in the streets of La Grange for the purpose of soliciting donations except those agencies who hold a one million dollar general liability insurance policy and name the Village of La Grange as an additional insured. Those having such insurance and naming the Village as an additional insured must wear safety vests while soliciting in the street.
8. Contact the Village Clerk's Office at (708) 579-2316 with any questions. (over)

53 South La Grange Road P.O. Box 668 La Grange, Illinois 60525 (708) 579-2300 Fax (708) 579-0980

4-C.4

## Solicitor/Peddler Regulations

Those businesses or persons exempt from this procedure include:

- (1) Any person soliciting for, or selling tickets for, any approved religious, charitable, school, educational, veteran's or governmental organization.
- (2) Fraternal organizations having established local chapters.

However, all organizations are requested to register at the La Grange Police Department prior to soliciting/peddling.

08/02

F:\USERS\EELDER\Solicitation\RulesNotForProfit.wpd

4-c.5

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

February 27, 2006

Consolidated Voucher 060227

<u>Fund No.</u>	<u>Fund Name</u>	<u>02/27/06 Voucher</u>	<u>02/24/06 Payroll</u>	<u>Total</u>
01	General	49,701.80	195,611.19	245,312.99
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
23	TIF	1,463.19		1,463.19
24	ETSB	400.67		400.67
40	Capital Projects	201,077.02		201,077.02
50	Water	7,372.50	28,907.66	36,280.16
51	Parking	2,923.11	17,540.18	20,463.29
60	Equipment Replacement	14,697.96		14,697.96
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	6,481.80	6,628.25	13,110.05
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>284,118.05</u>	<u>248,687.28</u>	<u>532,805.33</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

4-D

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

March 13, 2006

Consolidated Voucher 060313

<u>Fund No.</u>	<u>Fund Name</u>	<u>03/13/06 Voucher</u>	<u>03/10/06 Payroll</u>	<u>Total</u>
01	General	164,871.94	209,597.11	374,469.05
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
23	TIF			0.00
24	ETSB	58,858.20		58,858.20
40	Capital Projects	25,955.57		25,955.57
50	Water	103,830.47	29,107.92	132,938.39
51	Parking	4,643.57	17,589.74	22,233.31
60	Equipment Replacement	1,655.78		1,655.78
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	12,373.30	6,649.46	19,022.76
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>372,188.83</u>	<u>262,944.23</u>	<u>635,133.06</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

4-E

MINUTES

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING  
Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525

Monday, February 13, 2006 - 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

The Board of Trustees of the Village of La Grange regular meeting was called to order at 7:30 p.m. by President Asperger. On roll call, as read by Village Clerk Robert Milne, the following were:

PRESENT: Trustees Cremieux, Horvath, Langan, Livingston, Pann and Wolf with President Asperger presiding.

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn  
Assistant Village Manager Sharon Peterson  
Village Attorney Mark Burkland  
Building Inspector Rich Urban  
Finance Director Lou Cipparrone  
Public Works Director Ken Watkins  
Police Chief Mike Holub  
Fire Chief David Fleege  
Doings Reporter Ken Knutson

2. PRESIDENT'S REPORT

A. Oath of Office – Firefighter / Paramedic Greg Hamm

President Asperger stated that a vacancy occurred within the Fire Department and the La Grange Board of Fire and Police Commission appointed Greg Hamm. President Asperger welcomed Greg who is a licensed paramedic. Greg is scheduled to attend the Firefighter II Training Academy in March. Village Clerk Milne administered the Oath of Office to Firefighter/Paramedic Greg Hamm.

4-15

President Asperger gave an update on the zoning code review process explaining that the Zoning Code Review Committee convened last week whereby staff and the Village Attorney presented options and recommendations on bulk, yard and space requirements. President Asperger noted that the recommendations presented were well received by the committee. Staff was asked to put together sample language as if these recommendations were to appear in the Zoning Code. When the draft amendments to the Zoning Code are available, the committee will convene to discuss and review the proposed language.

President Asperger added that the 400 E. Elm project was approved to be rezoned by the Village Board in December. This approval was contingent upon final design changes. An ad hoc committee consisting of two members of the Village Board has provided direction to the developer for his consideration.

The Maple Avenue Relief Sewer (MARS) project was discussed at the Executive Committee Workshop, held on January 30, as part of several capital projects outlined for the Village. The Village Board endorsed the MARS project and directed staff to further develop the concept.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Reverend Debra Williams inquired how grant funds from the B.A.D.G.E. program would be utilized. President Asperger requested Police Chief Holub to respond.

Chief Holub explained that the Balanced Approach to Drug and Gang Elimination or B.A.D.G.E. program through the Judicial Advisory Council of Cook County has contributed grant funds since 2003. Chief Holub added that the allocation will be utilized to complete the communications upgrade enabling all La Grange Patrol Officers and Auxiliary Police members to have assigned portable radios.

President Asperger expressed the Village Board's gratitude to Chief Holub for seeking and obtaining these grant funds.

4. OMNIBUS AGENDA AND VOTE

- A. Resolution (#R-06-02) – Acknowledging Local Law Enforcement Block Grant Funding for the Cook County Judicial Advisory B.A.D.G.E. Program
- B. Award of Contract – Fire Department Apparatus Repairs / Body Work – (Van Eck Collision & Paint, Inc. of South Elgin, Illinois \$43,996.53)

4-F.1

- C. Engineering Services Agreement – South Gilbert Avenue and Burlington Avenue Water Main Replacement Projects (Heuer and Associates, Westchester, Illinois \$94,335)
- D. Engineering Services Agreement – Sewer Televising (Heuer and Associates, Westchester, Illinois \$28,294)
- E. Resolution (#R-06-03) – Comcast Maximum Permitted Rates – Basic Service Tier
- F. Consolidated Voucher 060213 - \$2,138,284.38
- G. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, January 23, 2006
- H. Minutes of the Village of La Grange Executive Committee Workshop, Monday, January 30, 2006

It was moved by Trustee Langan to approve items A, B C, D, E, F, G, and H of the Omnibus, seconded by Trustee Pann. Approved by roll call vote.

Ayes: Trustees Cremieux Horvath, Langan, Livingston, Pann,  
Wolf and President Asperger  
Nays: None  
Absent: None

5. CURRENT BUSINESS

- A. Parking Structure – Change Order Request: Referred to Trustee Cremieux

Trustee Cremieux outlined in great detail the necessary modifications to the construction plans for the parking structure which resulted in additions and deductions to the original contract amount. The expanded scope of work has been consolidated into an omnibus change order requiring an additional \$21,738. Trustee Cremieux explained that there are sufficient TIF funds for the additional work and a budget amendment would be prepared at the end of the current fiscal year to reflect the additional amount to the project. It is anticipated this to be the final reconciliation of all outstanding contract adjustments except for those items which remain in dispute.

It was moved by Trustee Cremieux to approve the Change Order Request for the Parking Structure Project in the amount of \$21,738, seconded by Trustee Langan.

4-F.2

As an owner of property within the TIF District, Trustee Pann recused himself from voting on this issue.

Approved by 5 to 0 roll call vote.

Ayes: Trustees Cremieux Horvath, Langan, Livingston, and Wolf  
Nays: None  
Absent: None  
Recuse: Trustee Pann

6. MANAGER'S REPORT

None

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

Trustee Horvath congratulated the Park District on their ground breaking ceremony and wished them well in their new endeavor.

10. ADJOURNMENT

At 7:55 p.m. it was moved by Trustee Langan and seconded by Trustee Pann to adjourn.

ATTEST:

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

\_\_\_\_\_  
Robert N. Milne, Village Clerk

\_\_\_\_\_  
Approved Date

4-F.3

**CURRENT BUSINESS**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees and Village Attorney

FROM: Robert Pilipiszyn, Village Manager  
Patrick D. Benjamin, Community Development Director  
Angela Mesaros, AICP, Planner

DATE: March 13, 2006

RE: **ORDINANCE - VARIATION - MAXIMUM BUILDING COVERAGE/  
TIMOTHY AND STEPHANIE BEALE, 444 S. 8<sup>TH</sup> AVENUE**

---

Timothy and Stephanie Beale, owners of the property at 444 S. 8<sup>th</sup> Avenue, have applied for a variation from Maximum Building Coverage requirements in order to construct an addition. The subject property is located in the R-4 Single Family Residential District. The property in question is typical of properties between Seventh Avenue and Ninth Avenue, and Elm Avenue to 47<sup>th</sup> Street.

Maximum Building Coverage for this lot is 30% or 2,100 square feet. Currently this property, including the house and detached garage, covers 1,558.88 square feet (22 %) of the lot.

In May 2005, the Beales applied for a variation to construct an 812.62 square ft. family room, dining area, mudroom and covered porch addition, which would exceed allowable building coverage by 12.9%. At the public hearing, the requested variation failed by a vote of three (3) ayes and two (2) nays. Pursuant to Subsection 13-202D of the Zoning Code, at least four aye votes are required to decide in favor of any application. At the Village Board meeting, the Trustees voted to deny the variation request. However, the Trustees encouraged the Beales to work with staff to revise the application and request the minimum square footage needed for the addition.

After meeting with Village staff, the petitioners submitted a new application to construct a smaller, 673.56 square feet addition. The proposed addition would increase building coverage to 2,232.44 square feet, an excess of 132.44 square feet (6%).

With the addition, the subject property would meet the required setbacks of the Zoning Code, but would exceed the maximum building coverage set forth in Paragraph 3-110E1 by 6%. The Zoning Code allows an increase in the maximum allowable building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

According to the petitioners, construction of the addition would allow them to expand their living area and provide a more useable space, while maintaining the character of their neighborhood. The

5-A

petitioners believe that the house does not currently meet today's housing standards. The petitioners could build a two-and-a-half story house within the same footprint with more living area than the existing house and still meet the zoning requirements; however, they do not wish to tear down their house.

On January 19, 2006, the Zoning Board of Appeals held a public hearing on this matter (see Findings of Fact). At the public hearing, the petitioners presented the application. The motion to recommend that the variation be granted as requested, carried by a vote of five (5) ayes and two (2) nays, with the following condition:

- That no further additions to the principal structure that increase livable area be considered for the subject property.

The Beales had no objection to this provision, and the ordinance provides that it will be recorded against the property in the Cook County Recorder's office. That recording will assure that future owners of the property will have knowledge of the condition and be bound by it. This is the process recommended by the Village Attorney.

Those Zoning Board members voting in favor cited the fact that the addition would be consistent with the character of the neighborhood and would allow the petitioners to preserve the architecture of their existing house. The requested variation request is less than 10% increase in maximum building coverage, which the Commissioners determined would meet the standard for minimum variation required.

Those members recommending denial cited the following reasons: This situation is not unique, and this request does not meet the necessary standards for variation.

If you concur with the recommendation of the Zoning Board of Appeals to approve the request, a motion to approve the attached ordinance authorizing the variation is in order. Conversely, should you choose to deny the variation, no resolution or ordinance memorializing such action would be necessary.

5-A.1

VILLAGE OF LA GRANGE

ORDINANCE NO. O-06-

AN ORDINANCE APPROVING ZONING VARIATION  
FROM MAXIMUM BUILDING COVERAGE  
FOR 444 S. 8<sup>TH</sup> AVENUE.

WHEREAS, Timothy and Stephanie Beale (the "Applicant"), the legal owners of the property commonly known as 444 S. 8<sup>th</sup> Avenue, La Grange, Illinois, (the "Subject Property") and legally described as follows:

Lot 12 in Block 22 in Leiter's Third Additions to La Grange, a subdivision of that part of the southeast quarter of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, lying west of Bluff Avenue (except the west 1095 feet of that part of said premises lying north of the south 710 feet thereof), in Cook County, Illinois.

have filed application with the Village of La Grange (the "Application") seeking approval of a variation from maximum building coverage standards of the La Grange Zoning Code for an addition to the subject property; and

WHEREAS, the Subject Property is classified in the Village's R-4 Single Family Residential District pursuant to the Zoning Code; and

WHEREAS, the La Grange Zoning Board of Appeals conducted a public hearing on November 17, 2005, December 15, 2005, and January 19, 2006, pursuant to notice thereof duly published in the *Suburban Life*, to consider the request for variation from the maximum building coverage standards of the R-4 District and after the conclusion of the public hearing the Zoning Board of Appeals, finding that the Application satisfied the standards established in Section 14-303 of the La Grange Zoning Code for the grant of variations, recommended approval of the requested variation; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have reviewed and considered the findings and recommendations of the Zoning Board of Appeals, all of the matters relating to the Applications, and all of the facts and circumstances, and they have determined that the Application satisfies the standards established in Section 14-303 of the Zoning Code for approval of the variation; provided, however, that it is appropriate to impose certain conditions on the development of the lot, as provided in this Ordinance, so the development will not threaten to violate the purposes of the La Grange Zoning Code to implement and foster the goals and policies of the Village's Official Comprehensive Plan, to protect the scale

5-A.2

and character of the existing residential areas of the Village from the encroachment of incompatible uses;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Approval of Variation. The Board of Trustees, pursuant to the authority vested in it under the laws of the State of Illinois and Chapter 154 of the La Grange Code of Ordinances, hereby approves the following variation for the Subject Property, subject to the condition set forth in Section 3 of this Ordinance:

- A variation of 6% from Paragraph 3-110E1 (Maximum Building Coverage) of Chapter 154 of the La Grange Code of Ordinances, to construct an addition on the Subject Property in conformance with the plans submitted to the Zoning Board of Appeals.

Section 3. Condition. The approval granted in Section 2 of this Ordinance is granted expressly and specifically subject to the following condition:

- No Other Variations. Except only for the variation approved by this Ordinance, no variations from any Zoning Code standard applicable within the R-4 District shall be granted for the subject property; the Board of Trustees hereby specifically finds and determines that the standards set forth in the Zoning Code for variations cannot be met for any such variation.

Section 4. Revocation. The Board of Trustees may revoke the approval granted in Section 2 of this Ordinance upon the violation of any term, restriction, or condition of this Ordinance or of any applicable Village code, ordinance, or regulation.

Section 5. Recording. The Village Clerk shall cause this Ordinance to be recorded promptly with the Cook County Recorder of Deeds against the Subject Property.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form for review at the La Grange Village Offices and the La Grange Public Library.

PASSED this \_\_\_ day of \_\_\_\_\_ 2006.

AYES:

5-A.3

NAYS:

ABSENT:

APPROVED this \_\_\_ day of \_\_\_\_\_ 2006.

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

ATTEST:

\_\_\_\_\_  
Robert N. Milne, Village Clerk

5-A-4

**FINDINGS OF FACT**

ZONING BOARD OF APPEALS  
OF THE  
VILLAGE OF LA GRANGE

January 19, 2006

President Asperger and  
Board of Trustees

RE: **ZONING CASE #545 - VARIATION -- MAXIMUM BUILDING COVERAGE/  
TIMOTHY & STEPHANIE BEALE, 444 S. 8<sup>TH</sup> AVENUE**

The Zoning Board of Appeals transmits for your consideration, its recommendations for a request of zoning variation necessary to construct a 673.56 square ft. addition on the property at 444 S. 8<sup>th</sup> Avenue.

**I. THE SUBJECT PROPERTY:**

The property in question is typical of the single zoning lots between Seventh and Ninth Avenues and Elm to 47<sup>th</sup> Street.

**II. CHARACTERISTICS OF THE SURROUNDING AREA:**

The subject property is located in the R-4 Single Family Residential District.

**III. VARIATIONS SOUGHT:**

The applicants desire a variation from Paragraph 3-110E1 (Maximum Building Coverage) of the La Grange Zoning Code. They wish to exceed the allowable building coverage by 132.44 square feet or 6%. At the public hearing, the applicants requested a variation to allow for the construction of an addition. Subparagraph 14-303E1(c) (Authorized Variations) allows increasing the maximum allowable building coverage by not more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

**IV. THE PUBLIC HEARING:**

After due notice, as is required by law (including legal publication, posting at the subject property and courtesy notices to owners within 250 feet of the subject property) the Zoning Board of Appeals held a public hearing on the proposed variation in the La Grange Village Hall Auditorium on January 19, 2006. (Due to low attendance by the Zoning Board of Appeals at the hearings scheduled for November 17, 2005 and December 15, 2005, the Beales requested that their application be continued until January 19, 2006.) Present were Commissioners Nathaniel Pappalardo (arrived at 7:40 p.m.), Charles Benson, Jr., William Holder, Paul Kralovec, Nancy Pierson, Ian Brenson, and Chairperson Ellen Brewin presiding. Also present was Staff Liaison, Angela Mesaros. Testimony was given under

5-A-5

oath by the applicants. No objectors appeared at the hearing and no written objections have been filed to the proposed variation.

Chairperson Brewin swore in Stephanie and Timothy Beale, owners of the subject property, 444 S. 8<sup>th</sup> Avenue, who presented the application and answered questions from the Audience and the Commissioners:

- . The applicants wish to build an addition that would complement the existing architecture of the house and the surrounding area and increase the living space of their two-bedroom house.
- . The applicants do not want to tear down the house. They wish to preserve the character of the house and neighborhood.
- . Commissioner Holder asked how long the Beales have owned the property. Answer: 5 years.
- . Commissioner Holder asked when the house was constructed. Answer: 1925.
- . Chairperson Brewin asked if they have made any other improvements to the property. Answer: landscaping, tuck pointing and added a deck on the side of the house.
- . Commissioner Pierson asked if they had consulted their neighbors. Answer: they petitioned three blocks and presented the signatures at the first hearing (May 2005). Only one neighbor, who was not home at the time, did not sign the petition in support of the variation.
- . Commissioner Benson asked if the reason for the variation request is to update an existing kitchen that is not functional and to add a family room. Answer: yes.
- . Chairperson Brewin asked if the requested variation is the minimum addition that would be economically feasible. Answer: yes, they have scaled back the addition and submitted a new application, but it could not get smaller and still be functional.
- . Chairperson Brewin asked about the approximate dimensions. Answer: 18' x 12'.
- . Commissioner Brenson asked what is unique about the property. Answer: the house and the architecture of the house. According to the Beales, they have had three different architects to design an addition/remodel project. It would be easier to tear down and build a new house.
- . Commissioner Brenson asked about the lot size. Answer: standard lot - 50' by 140'.

5-A-6

*Under the provisions of the Zoning Ordinance, no variation shall be granted unless the applicant establishes that carrying out the strict letter of the provisions of this code would create a particular hardship or practical difficulty. Such a showing shall require proof that the variation sought satisfies certain conditions. The following facts were found to be evident:*

1. Unique Physical Condition:

This zoning lot is typical for the R-4 Single Family Residential Zoning District. The lot measures 50 feet wide by 140 feet deep. It is typical of single lots between Seventh Avenue and Ninth Avenue, and Elm Avenue to 47<sup>th</sup> Street

2. Not Self-Created:

The applicants purchased the property in 2001. They have made improvements to the property, but no modifications that have increased the building coverage.

3. Denied Substantial Rights:

The applicants believe that the inability to construct the addition denies them the right to the same type and size of living space as newer construction.

4. Not Merely Special Privilege:

According to the applicants, they seek only to make the best use of their property at a reasonable cost.

5. Code and Plan Purposes:

Allowing for this variance would maintain the setbacks required in the Zoning Code. The applicants believe that this variance is in accordance with the intent of the Village's Code and Plan. The variation would allow the applicants to maintain the character of their neighborhood.

6. Essential Character of the Area:

According to the applicants, the variation would allow them to make significant improvements to the property while maintaining the architectural features of their existing house.

7. No Other Remedy:

5-A.7

Other remedies for an expansion would be (1) remodel the interior of the house and construct a smaller addition, (2) tear down the existing house and rebuild a new house, or (3) tear down the detached garage.

**V. FINDINGS AND RECOMMENDATION:**

- . Commissioner Pierson stated that the proposed two-story addition seems like it might dwarf the houses in the area. The house to the north has added a second story, but the houses to the south and across the street look about the same size as the petitioner's house.
- . Commissioner Brenson stated that this situation is not different from others in La Grange, except that the Beales are choosing not to tear down their house.
- . Commissioner Benson stated that the first floor bedrooms take up space that could be used for a family room; therefore, they need a variation to construct a family room addition.
- . Commissioner Pappalardo stated that the applicant has made the case that this addition would be consistent with many new properties in the Village. They could tear down the existing house and construct a new house with more usable space that would meet the zoning requirements for building coverage.
- . Chairperson Brewin stated that there should be some comparability between new construction and additions. For example, Downer's Grove has used this type of case to change the building coverage standard for additions.
- . Commissioner Brenson stated that he is not comfortable with using this standard. In his opinion this case does not meet the standards.
- . Chairperson Brewin stated that the requested variation request is less than 10% increase in maximum building coverage, which meets the standard for minimum variation required.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Pappalardo and seconded by Commissioner Holder that the Zoning Board of Appeals recommend to the Village Board of Trustees approval of the application to vary the maximum building coverage submitted with ZBA Case #545.

BE IT THEREFORE RESOLVED that the Zoning Board of Appeals recommended approval to the Village Board of Trustees by a 5/2/0 vote that variation from Paragraph 3-110E1 (Maximum Building Coverage) be granted to allow the construction of an addition at 444 S. 8<sup>th</sup> Avenue, with the following condition:

- . That no further additions to the principal structure that increase livable area shall be considered.

5-A.8

Motion Carried by a roll call vote (5/2/0).

AYE: Pappalardo, Benson, Holder, Pierson and Chairperson Brewin.  
NAY: Kralovec and Brenson.  
ABSENT: None.

Respectfully submitted:

Zoning Board of Appeals of the  
Village of La Grange

BY: Ellen Brewin  
Ellen Brewin, Chairperson

5-A.9

## STAFF REPORT

**CASE: ZBA #545 - Timothy and Stephanie Beale, 444 South Eighth Avenue - Maximum Building Coverage**

### **BACKGROUND**

(Note: This Staff Report is solely based on information presented in the application and on a physical inspection of subject property and environs, and is not influenced by any other circumstance.)

In May 2005, Timothy and Stephanie Beale applied for a variation to exceed maximum building coverage by 12.9%. The petitioners proposed to construct an 812.62 square ft. family room, dining area, mudroom and covered porch addition. At the public hearing, variation failed by a vote of three (3) ayes and two (2) nays. Pursuant to Subsection 13-202D of the Zoning Code, at least four aye votes are required to decide in favor of any application. Those Zoning Board members voting in favor cited the fact that the addition would be consistent with the character of the neighborhood and would allow the petitioners to preserve the architecture of their existing house. However, those members recommending denial cited the following facts: The size of the proposed addition was not the minimum zoning variation required at the subject property. At the Village Board meeting, the Trustees voted to deny the variation request. The Village Board encouraged the Beales to work with staff to revise the application to request the minimum square footage needed for the addition

After meeting with Village staff, the petitioners have submitted a new application to construct a smaller, 673.56 square feet addition. Maximum Building Coverage for this lot is 2,100 square feet. Currently this property, including the house and detached garage, covers 1558.88 square feet (22 %) of the lot. The proposed addition would increase building coverage to 2,232.44 square feet, an excess of 6%. A building permit could not be issued for this project, because the addition would bring the house in excess of the Maximum Building Coverage allowed in the Zoning Code. The petitioners are seeking a variation to construct the addition.

The proposed addition would meet the required setbacks of the Zoning Code but would exceed the Maximum Building Coverage of 30% set forth in Paragraph 3-110E1 by 6%. Subparagraph 14-303E1(c) (Authorized Variations) allows the increase of the maximum allowable building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

### **VARIATION STANDARDS**

In considering a variation, be guided by the General Standard as outlined in our Zoning Code that "No variation shall be granted pursuant to this Section unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Subsection."

**Unique Physical Condition** - *"The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or*

5-A.10

**Staff Evaluation Criteria**  
**ZBA #545 - 444 S. 8<sup>th</sup> Avenue**  
**Variation - Maximum Building Coverage**  
**Page 2**

*size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot."*

This zoning lot is typical for the R-4 Single Family Residential Zoning District. The lot measures 50 feet wide by 140 feet deep. It is typical of single lots between Seventh Avenue and Ninth Avenue, and Elm Avenue to 47<sup>th</sup> Street.

**Not Self-Created** - *"The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid."*

The petitioners purchased the property in 2001. They have made improvements to the property, but no modifications that have increased the building coverage.

**Denied Substantial Rights** - *"The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision."*

The petitioners believe that the inability to construct the addition would deny them the right to have the same type and size of living space as newer construction.

**Not Merely Special Privilege** - *"The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation."*

According to the petitioners, they seek to make the best use of their property at a reasonable cost.

**Code and Plan Purposes** - *"The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan."*

Allowing for this variance would maintain the setbacks required in the Zoning Code. The petitioners believe that the proposed addition is in accordance with the intent of the Village's Code and Plan.

5-A.11

**Staff Evaluation Criteria**  
**ZBA #545 - 444 S. 8<sup>th</sup> Avenue**  
**Variation - Maximum Building Coverage**  
**Page 3**

The variation would allow the petitioners to maintain the character of their neighborhood. According to the petitioners, they seek to build a “modest” addition to better utilize their property.

**Essential Character of the Area** - *"The variation would not result in a use or development on the subject property that:*

- a. *Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or*
- b. *Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or*
- c. *Would substantially increase congestion in the public streets due to traffic or parking; or*
- d. *Would unduly increase the danger of flood or fire; or*
- e. *Would unduly tax public utilities and facilitates in the area; or*
- f. *Would endanger the public health or safety."*

Granting a variance would not adversely affect the character of the neighborhood. Rather, according to the petitioners, it would allow them to make significant improvements to the property while maintaining the architectural features of their house.

**No Other Remedy** - *"There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property."*

Other remedies for an expansion would be (1) remodel the interior of the house and construct a smaller addition, (2) tear down the existing house and rebuild a new house, or (3) tear down the detached garage. The petitioners believe that the above remedies would not improve the functionality of their property while preserving the “attractive architecture” of their house and maintaining the character of the neighborhood.

5-A.12

5-A-13

47th Street

8TH

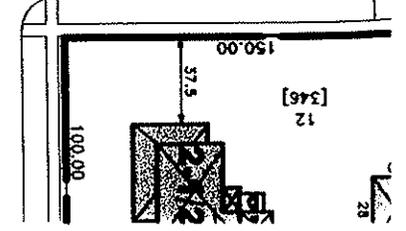
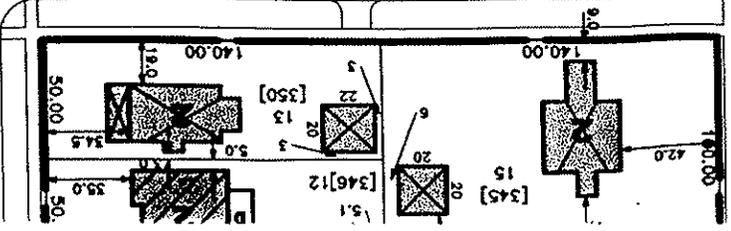
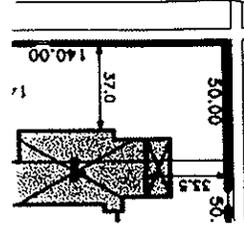
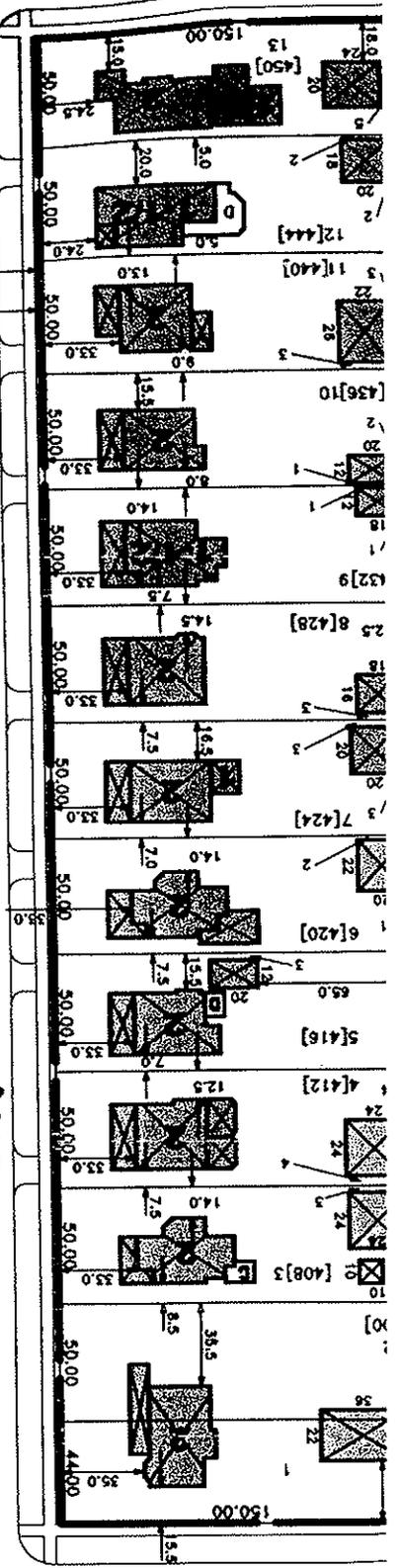
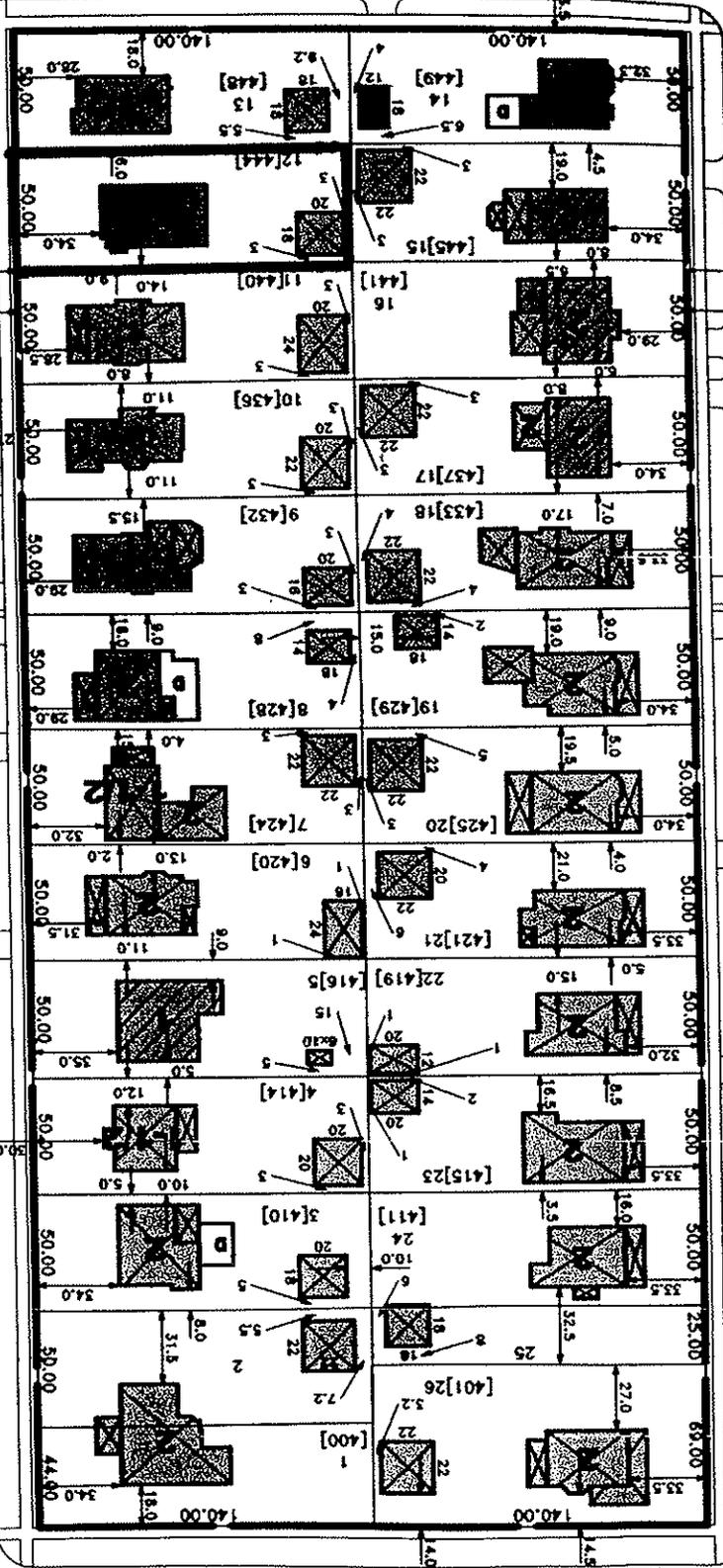
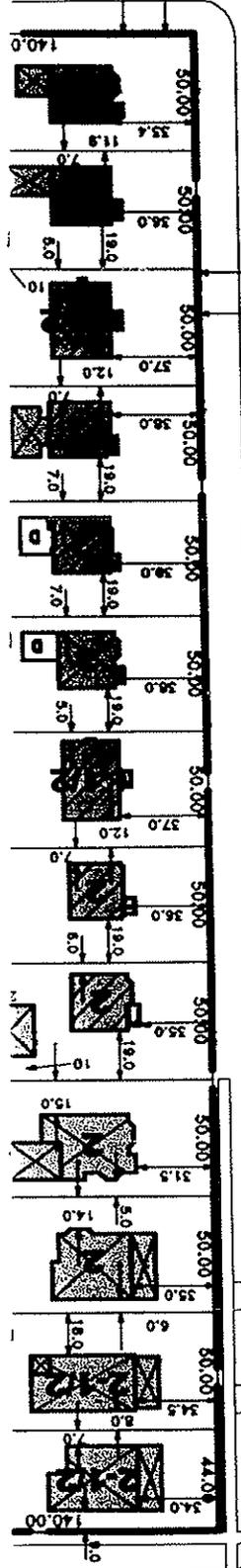
7TH

444 S. 8th Avenue

AVENUE

AVE.

GOODMAN



019	"	18-008	9-020	"	"	18-009	9-022	"
020	"	17-009	10-021	"	"	17-010	10-023	"
021	"	16-025	11-022	"	"	16-011	11-024	"
022	"	15-029	12-023	"	"	15-012	12-025	"
150	50	14	13-024	50	50	14-013	13-026	50

**GOODMAN**

**AVE.**

014	44	26-001	1-014	44	44	26-001	1-014	44
015	50	25-002	2-015	50	50	25-002	2-015	50
016	"	24-003	3-016	"	"	24-003	3-016	"
017	"	23-004	4-017	"	"	23-004	4-017	"
018	"	22-005	5-018	"	"	22-005	5-018	"
019	"	21-006	6-019	"	"	21-006	6-019	"
020	"	20-007	<b>421</b> 7-020	"	"	20-007	<b>422</b> 7-020	"
021	"	19-008	22 8-021	"	"	19-008	23 8-021	"
022	"	18-009	9-022	"	"	18-009	9-022	"
023	"	17-010	10-023	"	"	17-010	10-023	"
024	"	16-011	11-024	"	"	16-011	11-024	"
025	"	15-012	12-025	"	"	15-012	12-025	"
026	50	14-013	13-026	50	50	14-013	13-026	50

**AVE.**

**AVE.**

**7th**

**8th**

**47th**

**ST.**

5-A.14

**APPLICATION FOR ZONING VARIATION**

Application #  
Date Filed:  
UARCO #

TO THE PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF LA GRANGE, ILLINOIS

(Please type or print)  
Application is hereby made by

Address: 444 8<sup>TH</sup> AVENUE  
Owner of property located at: SAME ADDRESS

Phone: 708-352-1301

Permanent Real Estate Index No:

Present Zoning Classification: R4 SINGLE FAMILY RES. Present Use: RESIDENCE

Ordinance Provision for Variation from Article # 3-110-E.1 of Zoning Ordinance, to wit:  
MAXIMUM BUILDING COVERAGE FOR AN INTERIOR LOT IN A R-4 ZONING DISTRICT IS 30%.

1. **Minimum Variation** of Zoning requirement necessary to permit the proposed use, construction, or development:  
SIX (6) PERCENT

2. **The purpose** therefor,  
TO ALLOW FOR A MODEST ADDITION WHICH WILL INCLUDE A FAMILY ROOM, DINING AREA, ENLARGED / REMODELED KITCHEN AND HUB ROOM.

3. **The specific feature(s)** of the proposed use, construction, or development that require a variation:  
THE BUILDING AREA OF THE PROPOSED ADDITION EXCEEDS THE MAXIMUM ALLOWED.

PLAT OF SURVEY must be submitted with application. The plat should show any existing buildings on the petitioned property as well as any existing buildings on property immediately adjacent. It should also show any proposed new construction in connection with the variation, including landscaping, fencing, etc.

4. General Standard. The Petitioner must list below **FACTS AND REASONS** substantially supporting **each** of the

5-A.15

1. General Standard. The Petitioner must list below **FACTS AND REASONS** substantially supporting **each** of the following conclusions or the petition for variation cannot be granted. (if necessary, use additional page)

a. State **practical difficulty** or **particular hardship** created for you in carrying out the strict letter of the zoning regulations, to wit:

*Tim and Stephanie Beale are typical LaGrange residents who wish to improve their home to accommodate their future family plans. Their existing home is an exceptionally attractive small bungalow. After careful consideration, the Beale's thoughtfully opted for an addition project rather than tearing down the home and starting anew. Their decision to preserve rather than destroy has presented a unique hardship inherent in addition projects. Because of the confines of the existing structure, it is not possible to efficiently utilize all of the existing building area, as would be possible with new construction. The proposed addition only adds enough area to create standard room types and sizes commonly found in today's homes. Existing spaces have been combined with new spaces as much as practical in order to minimize the addition area needed to achieve the desired floor plan. The requested variance has been updated from the Beale's original request in May 2005 (refer to details below). Any further reduction in size would result in an addition that was impractical, non-functional and simply not worth the cost of doing. An additional difficulty/ hardship is created by the existing detached garage which reduces the amount of buildable lot area by 422.11 square feet. Without the requested variance, the Owner could opt to tear down the garage to build the desired addition, creating a greatly diminished return on their investment.*

*The statistical information concerning the proposed addition is as follows.*

**Existing Facts**

Lot Area	7,000.00
Buildable Area (30%)	2,100.00
Existing House Area	1,136.77
Existing Garage Area	422.11
Total Building Area	1,558.88

<b>Requested Variance</b>	
<b>Current</b>	<b>Prior</b>
<b>October 2005</b>	<b>May 2005</b>

Proposed Addition	673.56	812.62
Total Building Area Post-Addition*	2,232.44	2,371.50
Variance Required	6%	12.9%

5-A.16

b. A reasonable return or use of your property is not possible under the existing regulations, because:

*If the proposed addition were to be reduced in size to meet the existing regulations, the room sizes would need to be smaller than that which are standard in modern middle class housing design and some elements of the plan may need to be eliminated altogether thereby creating a sub-standard design. In fact, the total proposed and existing living area (3,108 sf) is probably less than many new homes currently being constructed in LaGrange. Therefore, even as proposed, the resultant home value is less than that which could be achieved with entirely new construction. (As an additional point of information, it's worth noting that the total area of a new home on this lot, in full compliance with existing regulations, could be as much as 3,778 sf even with the existing garage remaining – 565 sf larger than the proposed configuration).*

*Due to economies of scale, the required financial investment would not be appreciably less for a reduced, compliant addition design. The resultant value of a compliant design would not likely yield an amount equal to or greater than the current home value plus the cost of the proposed addition. Further, if the proposed design were accomplished without a variance by tearing down the garage, the house would have a substantially diminished value and be difficult to sell since a two-car garage is considered standard in today's housing requirements. Unfortunately, if the requested variance is not granted, the only way for the Beale's to continue residing in LaGrange and receive a reasonable return on their investment would be to tear down the existing residence and build anew or sell their home and purchase a larger home. Neither option is desirable for the Beale's. In this respect, many LaGrange residents probably share their plight.*

c. Your situation is unique (not applicable to other properties within that zoning district or area) in the following respect(s):

*Other than the unique issues presented in items 1a and 1b., the attractive nature of the existing architecture is surely unique and worth preserving, unlike some other properties in the zoning district that may be more suited to a "tear down".*

*Admittedly, the Beale's situation is not unique in that they wish to remain in their current home and would prefer not to have to "start over" either in a different home in LaGrange or in another area. A significant amount of time and effort has been expended to upgrade the home, as well as to preserve it's character and architecture. Therefore, the best and most desirable option for the Beale's is to proceed with the addition.*

5-A.17

2. Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

*The subject property is exceptional due to its attractive architecture yet impractical plan configuration. Preserving the existing character of the home and its relationship to neighboring properties is of paramount concern to the Beales. The existing floor plan creates an exceptional condition in which the available options to add on reasonable size modern spaces are substantially limited without a variance. Finally, the existing garage substantially reduces the size of the possible addition area.*

3. Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.

*This statement is true for this variation request.*

4. Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

*This statement is true for this variation request.*

5. Not Merely Special Privilege. The alleged hardship or difficulty is not merely inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

*This statement is true for this variation request.*

6. Code and Plan Purposes. The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

*This statement is true for this variation request.*

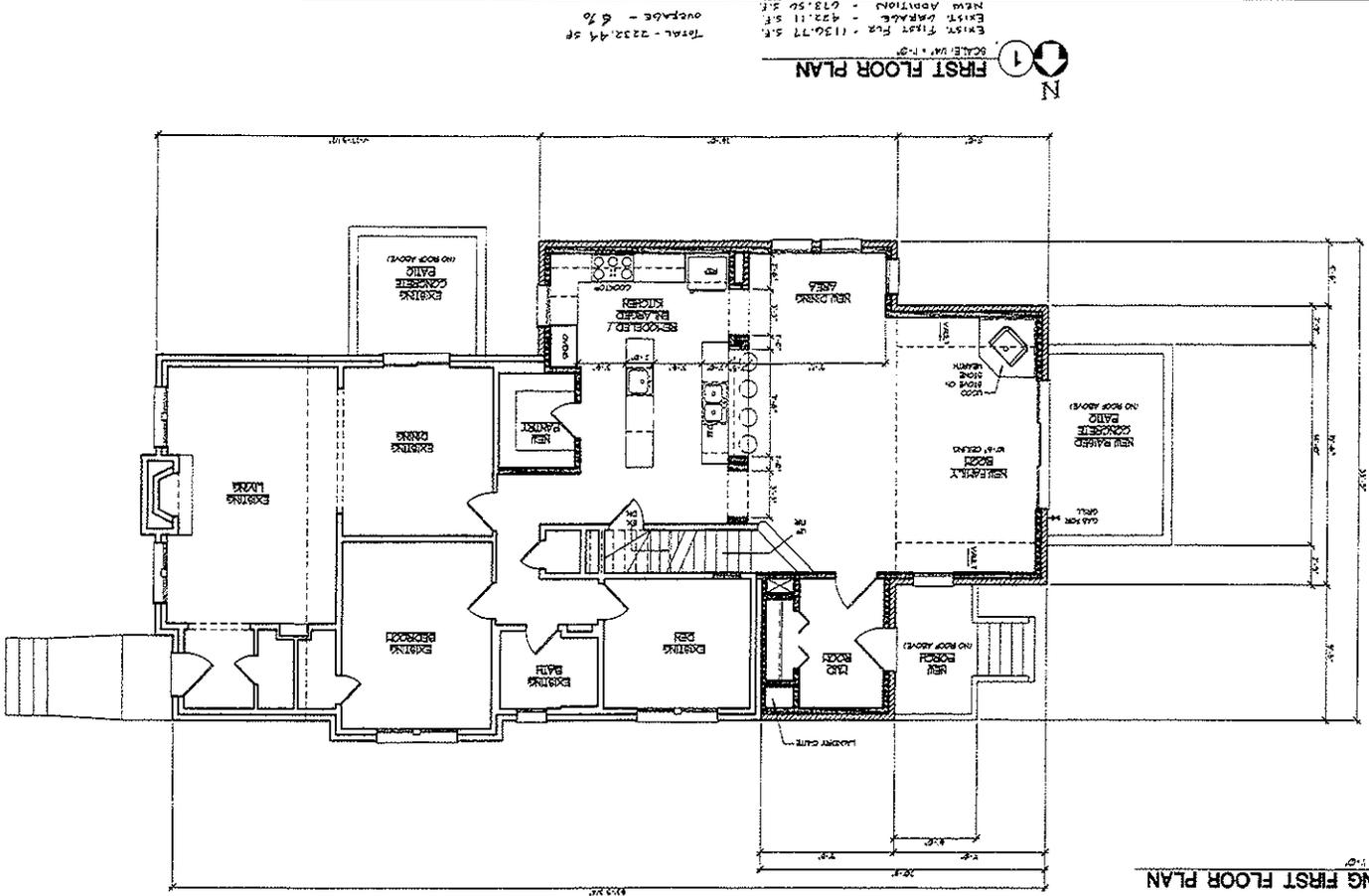
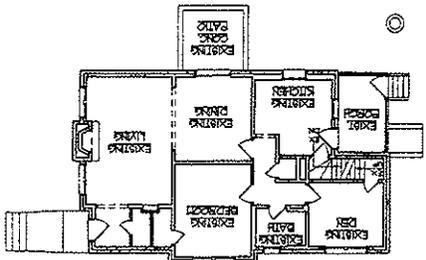
5-A.18







2 EXISTING FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"



1 FIRST FLOOR PLAN  
SCALE: 1/4" = 1'-0"

EXIST. FIRST FLOOR - 1130.77 S.F.  
EXIST. GARAGE - 432.11 S.F.  
NEW ADDITION - 678.50 S.F.  
TOTAL - 2241.44 S.F.  
OVERLAP - 6.70

DATE	BY	REVISION
1	SS	1
2	SS	2
3	SS	3
4	SS	4
5	SS	5
6	SS	6
7	SS	7
8	SS	8
9	SS	9
10	SS	10

**DAVENPORT**  
Architects  
1001 West 10th Street  
Portland, Oregon 97204  
503.228.1111

**FIRST FLOOR PLAN**

Adaptive and Remedial, Inc.  
**Tim and Stephanie Beale**  
444 SW Avenue  
Laguna Hills, CA 92653

5-A.02



**VILLAGE OF LA GRANGE**  
**Finance Department**

**BOARD REPORT**

**TO:** Village President, Board of Trustees, Village Clerk and  
Village Attorney

**FROM:** Robert J. Pilipiszyn, Village Manager and  
Lou Cipparrone, Finance Director

**DATE:** March 7, 2006

**RE:** **ORDINANCE – NON-HOME RULE SALES TAX**

---

During the course of previous planning workshops, the Village Board was mindful of the need to consider and fund future maintenance costs of the parking structure as well as the continued maintenance of the Central Business District (CBD). The Village Board identified the non-home rule sales tax as a viable funding source. The Village Board recognized this option as a sound revenue enhancement for the following reasons: 1) a majority of the tax will be paid by non-residents; 2) it would lessen the property tax burden for all Village residents because, if approved, the Village would not need to consider the use of property taxes which otherwise would be the principal general operating revenue source to fund these two activities; and finally, 3) it is consistent with the Village's fiscal policy of relying on user fees, rather than property taxes, whenever possible.

After considerable analysis and discussion, the Village Board authorized a referendum question to be placed on the Spring 2004 election ballot asking La Grange voters to approve a one-quarter of one percent (0.25%) non-home rule sales tax. In March 2004, Village residents approved the referendum. The final vote was 1,954 in favor and 1,613 opposed. The proceeds of the tax are estimated to be approximately \$200,000, annually. Pursuant to State statute, the non-home rule sales tax does not extend to the sales of food, drug or medical items.

As you are aware, the wording of the referendum ballot question was incomplete in that it omitted specific reference to the "service occupation tax" component of the sales tax [the language referred only to the "retailer's occupation" component of the tax]. This mistake was disclosed to the Illinois Department of Revenue, and our staff sought guidance from the Department regarding what effect, if any, the wording error might have upon implementation of the tax. The Illinois Department of Revenue advised that we should proceed to pass the ordinance necessary to impose the tax, and that they would then review the matter administratively.

5-B

The next step in the process, then, is to approve the attached ordinance imposing the tax. The ordinance is based on the model drafted by the Illinois Department of Revenue and it has been reviewed by the Village Attorney. The ordinance must be filed with the State prior to April 1<sup>st</sup> in order for the tax to be effective July 1, 2006. This tax is budgeted to begin in FY 2006-07 to generally coincide with the opening of the parking structure.

It is our recommendation that the ordinance be adopted.

5-B.1

VILLAGE OF LA GRANGE

ORDINANCE NO. O-06- \_\_\_\_

AN ORDINANCE IMPOSING  
NON-HOME RULE MUNICIPAL RETAILERS' OCCUPATION  
AND NON-HOME RULE MUNICIPAL SERVICE OCCUPATION TAXES

WHEREAS, the President and Board of Trustees of the Village of La Grange has determined that the use of proceeds from a sales tax, rather than from property taxes imposed on Village residents, to fund future maintenance of the new downtown parking structure and to fund maintenance of the Village's Central Business District is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois as follows"

Section 1. Recital. The foregoing recital is incorporated into this Ordinance as a finding of the President and Board of Trustees.

Section 2. Establishment of Taxes. A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled and registered with an agency of this State's government, at retail in the Village of La Grange at the rate of .25% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and a tax is hereby imposed upon all persons engaged in the Village of La Grange in the business of making sales of service, at the rate of .25% of the selling price of all tangible personal property transferred by such a serviceman as an incident to a sale of service. This "Non-Home Rule Municipal Retailers' Occupation Tax" and this "Non-Home Rule Municipal Service Occupation Tax" shall not be applicable to the sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics. The imposition of these non-home rule taxes is in accordance with the provisions of Sections 8-11-1.3 and 8-11-1.4 of the Illinois Municipal Code (65 ILCS 5/8-11-1.3 and 5/8-11-1.4).

Section 3. Collection and Enforcement by Department of Revenue. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

5-B.2

Section 4. Filing of Ordinance and Approval. The Village Clerk is hereby directed to file a certified copy of this Ordinance and a certification that the Ordinance received referendum approval with the Illinois Department of Revenue on or before the first day of April, 2006.

Section 5. Effectiveness of Ordinance and Tax. This Ordinance shall be in full force and effect from and after its passage and approval and publication and filing as provided by law, and the taxes imposed in this Ordinance shall take effect on the first day of July 2006.

PASSED this \_\_\_\_ day of March 2006.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of March 2006.

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

ATTEST:

\_\_\_\_\_  
Robert N. Mile, Village Clerk

5-B.3

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Sharon L. Peterson, Assistant Village Manager  
David Fleege, Fire Chief

DATE: March 13, 2006

RE: **RESOLUTION – RATIFICATION OF COLLECTIVE  
BARGAINING AGREEMENT BETWEEN THE VILLAGE OF  
LA GRANGE AND IAFF LOCAL NO. 2338 (FIRE FIGHTERS AND  
FIRE LIEUTENANTS)**

---

The International Association of Fire Fighters (IAFF) Local 2338 represents 11 Fire Fighters and 3 Fire Lieutenants within the Village's Fire Department. The current collective bargaining agreement between the Village of La Grange and IAFF Local No. 2338 expired on April 30, 2004.

We are pleased to present to the Village Board a new five-year collective bargaining agreement between Local No. 2338 and the Village of La Grange. This new contract represents a negotiated settlement between the parties without interest arbitration. Attached for your consideration is a complete copy of the agreement.

Throughout the collective bargaining process, staff has kept the Village Board apprised as to the status of contract negotiations. The following is a summary of key economic and non-economic items negotiated in the attached contract.

1. Wages

Base salaries for members of the bargaining unit will be increased as follows:

Effective May 1, 2004 – 4.0%  
Effective May 1, 2005 – 4.0%  
Effective May 1, 2006 – 4.0%  
Effective May 1, 2007 – 4.0%  
Effective May 1, 2008 – 4.0%

5-C.1

The amount of these general salary increases is consistent with negotiated increases for jurisdictions comparable to La Grange. The Village has been diligent in negotiating Fire Fighter and Fire Lieutenant raises exclusive of hidden wage enhancements such as longevity pay and a paramedic stipend, which is a common contract item among comparable jurisdictions.

2. Health Insurance

A major concession by the Union was language favorable to the Village which in effect gives the Village the right to change plan design, benefit levels, and the right to implement and change plan charges as long as they are the same for non-unionized employees. However, it is conditioned upon our ability to offer and maintain for the Union, a high-deductible PPO plan with a health savings account component, as an alternative to the current HMO plan. The PPO offering is cost neutral to the Village; the employee is responsible for the difference in monthly premiums paid by the Village under the HMO plan.

The contract also provides the Village with the flexibility to further increase the employee contribution towards monthly health insurance premiums. The Village will also provide Union members the opportunity to participate in the Village's Flexible Spending Account Program and to participate in the ICMA-RC Retiree Health Savings Plan (RHS).

3. Sick Leave Buy Back

Consistent with all other Village employees, the buy back amount upon retirement was increased from  $\frac{1}{4}$  to  $\frac{1}{2}$  of accumulated, unused sick leave. In addition, bargaining unit members will have the opportunity to participate in an annual Sick Leave Buy Back conversion option. Bargaining unit members with at least five years of service and no prior use of sick leave may convert their sick leave with the conversion capped at three, 24-hour duty days at 50% buy back. The cash value must be deposited into either the employee's RHS account or health savings account.

4. Hours of Work / FLSA Days

Bargaining unit members presently work 2,750 hours per year. In order to avoid paying eight hours of scheduled overtime each month, employers are allowed to pay Fire Fighters this obligation as straight-time in the form of paid leave in conformance with the Fair Labor Standards Act (FLSA). Currently, each bargaining unit member receives 6.76 FLSA days a year, which calculates to one day off every 18<sup>th</sup> duty day.

5-C.2

Resolution – Ratification of Collective Bargaining Agreement Between the  
Village of La Grange and IAFF Local No. 2338 (Fire Fighters and Fire Lieutenants)  
Board Report – March 13, 2006 – Page 3

Effective January 1, 2006, each bargaining unit member will receive 8.12 FLSA days a year, which calculates to one day off every 15<sup>th</sup> duty day. Effective January 1, 2008, each bargaining unit member will receive 9.37 FLSA days a year, which calculates to one day off every 13<sup>th</sup> duty day. With the additional FLSA days, we remain slightly below the average of our comparable jurisdictions.

5. Promotions

Changes were made to the language in the promotional section of the contract. These changes comply with the recently adopted Fire Department Promotion Act. The La Grange Board of Fire and Police Commissioners was apprised on several occasions as to the status of negotiations as they effected promotions and of the final agreed upon contract language.

6. Duration

The new contract has a term of five years beginning May 1, 2004. This is the longest contract term in the Village's bargaining history with its labor organizations. While some of the benefits of a long contract term have been somewhat off-set by the fact that contract negotiations have taken so long, the more significant advantages remain in tact. Those advantages include being able to accurately budget salary increases and avoiding the financial cost of having to involve labor counsel with more frequent contract renewals.

The tentative agreement was ratified by the Union on January 19, 2006. The agreement becomes effective upon ratification by the Village Board, with the exception of wages which are retroactive to May 1, 2004. The necessary resolution for approval of the Fire Union contract has been prepared and is attached.

We recommend that the resolution be adopted and that the collective bargaining agreement be approved.

5-C-3

**RESOLUTION NO. R-06-\_\_\_\_\_**

**Approval of Fire Union  
Collective Bargaining Agreement  
(May 1, 2004 – April 30, 2009)**

**WHEREAS**, the Village of La Grange negotiating team has met with representatives of the International Association of Fire Fighters (IAFF) Local No. 2338 to negotiate a new collective bargaining agreement;

**WHEREAS**, the Village of La Grange negotiating team and representatives of IAFF Local No. 2338 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, 2004 and ending April 30, 2009;

**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 \_\_\_\_ day of \_\_\_\_\_, 2006, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

ATTEST:

\_\_\_\_\_  
Robert Milne, Village Clerk

5-C.4

AGREEMENT  
BETWEEN  
VILLAGE OF LA GRANGE  
and  
LOCAL 2338  
of the  
INTERNATIONAL ASSOCIATION  
OF  
FIRE FIGHTERS  
AFL-CIO-CLC

May 1, 2004, to April 30, 2009

5-C.5

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	Preamble.....	1
II	Recognition.....	2
III	Payroll Deduction of Union Dues & Deferred Compensation .....	3
IV	Discrimination .....	5
V	Leaves of Absence.....	6
VI	Rules and Regulations .....	7
VII	Wages and Compensation .....	8
VIII	Management Rights .....	9
IX	Sick Leave .....	10
X	Shift Exchange .....	14
XI	Death in Family Leave .....	15
XII	Working Out of Classification .....	16
XIII	Holidays .....	17
XIV	Appendices and Amendments .....	19
XV	Clothing Allowance .....	20
XVI	Hours of Work and Overtime .....	21
XVII	Group Insurance .....	26
XVIII	Loss Prevention .....	29
XIX	Vacations .....	30
XX	Savings Clause .....	32
XXI	No Strikes - No Lockouts .....	33
XXII	Grievance Procedures .....	34
XXIII	No Pyramiding .....	37
XXIV	Union Activities .....	38
XXV	Educational Benefits.....	39
XXVI	Drug & Alcohol Testing Policy .....	40
XXVII	Promotions.....	41
XXVIII	Seniority.....	43
XXIX	The Entire Agreement .....	44
XXX	Duration and Termination .....	45
App. A	Authorization Form for Payroll Deduction of Union Dues .....	46
App. B	Authorization Form for Payroll Deduction of Fair Share Contribution .....	47
App. C	Authorization Form for Unused Sick Leave .....	48
App. D	Employee Educational Assistance Benefits.....	49
App. E	Annual Base Salaries for Fire Fighters and Lieutenants.....	57
App. F	Grievance Submission Form .....	58
App. G	Drug & Alcohol Testing Policy.....	59
App. H	Ascertained Merit Points - Lts. Exam .....	67

5-C.6

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:

5-C.7

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.

5-C-8

### 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).

5-c.9

### 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.

5-c.11

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.

5-C.13

ARTICLE VII

WAGES AND COMPENSATION

Section 1-- Wages

- A. Effective May 1, 2004, base salaries for members of the bargaining unit shall be increased by four percent (4.0%) in accordance with Appendix E.
- B. Effective May 1, 2005, base salaries for members of the bargaining unit shall be increased by four percent (4.0%) in accordance with Appendix E.
- C. Effective May 1, 2006, base salaries for members of the bargaining unit shall be increased by four percent (4.0%) in accordance with Appendix E.
- D. Effective May 1, 2007, base salaries for members of the bargaining unit shall be increased by four percent (4.0%) in accordance with Appendix E.
- E. Effective May 1, 2008, base salaries for members of the bargaining unit shall be increased by four percent (4.0%) in accordance with Appendix E.
- F. Any salary adjustments for bargaining unit members caused by moving from one step to another, in accordance with Appendix E, shall be made on the employee's anniversary date.
- G. 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 E. This differential in compensation between ranks has been provided for in the Fire Lieutenants' salary schedule contained in Appendix E for each year of the contract.
- H. 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.

5-c.14

## 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.

5-C.16

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 appraised 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, but is covered under Workers' Compensation benefits as contained in Chapter 70, Section 91 of the Illinois Revised Statutes.

2.0 Payment for Unused Sick Leave

2.1 Annual Payment

At the end of each fiscal year, an employee with at least thirty (30) twenty-four (24) hour duty days of accumulated sick leave may sell back for deposit into his or her retirement health savings account sick leave accumulated in excess of thirty (30) twenty-four (24) hour duty days at the rates set forth in the chart below:

<i>Fiscal Year Sick Leave Usage</i>	<i>Days Eligible For Sell-Back</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>

5-C.17

An employee shall have the option of selling back sick leave into either the RHS health savings plan or to the employee's health savings account, where that employee has opted for the HSA/PPO referenced in the Side Letter of Agreement.

## 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. Payment shall be made either in cash subject to the rules of the RHS (retirement health savings) plan, into the employee's health savings plan, or into the employee's health savings account. 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 immediately after notice to the Village of their election to sell back sick leave or upon his/her official retirement from the Village as applicable. In order to receive payment for unused sick leave, the employee must complete and submit a request form which has been mutually agreed upon by the Village and the Union. A copy of the approved form shall be attached as Appendix C to the Union Agreement.

## 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. 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 fiscal 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.

5-C.19

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, or other reasonable cause.

S-C-20

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.

5-C.21

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.

5-C.22

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	May 30 Traditional
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.

5-0-24

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.

5-6-25

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 duties.

5-C.26

## 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 18th 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.

##### 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.

- 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 27-day work period began on May 1, 1994. 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 four (4) full-time personnel, one (1) officer and a minimum of three (3) 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 shall establish an individual FLSA work cycle for each employee covered by the current collective bargaining agreement which commences at 8:00 p.m. on the first day of the cycle and concludes at 8:00 p.m. on the 27th day of the cycle. Each employee's work cycle shall be established so that the employee's Kelly day (18th duty day) falls on the shift starting at 8:00 a.m. on the 27th day of the employee's work cycle and ends at 8:00 a.m. on the first day of the succeeding work cycle. Effective January 1, 2006 the work cycle shall be changed to 22.5 days, with the starting and ending times of the cycle alternating between 8:00 a.m. and 8:00 p.m. Each employee's work cycle shall be established so that the employee's Kelly day (15<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, 2008 the work cycle shall be changed to 19.5 days with the same alternating 8:00 a.m./8:00 p.m. starting and ending times and relationship to Kelly Days as existed for the 22.5 day 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

5-6-30

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.

5-6.31

## 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  
Village/Fire Fighters Agreement, 2004-2009 – Page 27

5-0, 33

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.

5-C.35

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, 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

5-c-36

earned leave for purposes of general administration including, but not limited to, separation and retirement.

5-6.37

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.

5-C-38

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.

5-4-39

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 F), 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

5-C.40

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 employee, with or without 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 employee, with or without the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Village, the employee and/or the Union representative. The employee, with or without the Union, and the Village shall each designate one (1) person who together shall act as representatives before the arbitrator.

The representatives before the arbitrator shall mutually agree in writing to the specific question(s) to be reviewed by the arbitrator and shall render such advice and assistance to the arbitrator as the arbitrator may request.

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

5-6.41

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 employee or 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.

5-C.42

ARTICLE XXIII

NO PYRAMIDING

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

5-C.43

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.

5-C.44

ARTICLE XXV

EDUCATIONAL BENEFITS

It is understood that the Village's Educational Benefits, a copy of which is attached as Appendix D, 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 D.

5-C.45

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 G.

5-C.46

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..... 50%
2. Oral Interview ..... 20%
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  
continuous service up to a maximum of 10 points).....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 H, 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

5-6-97

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.

5-6-48

## 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

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.

5-C.50

ARTICLE XXX

DURATION AND TERMINATION

This Agreement shall be in effect upon its ratification by both parties and shall terminate at midnight April 30, 2009.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2006

FOR THE VILLAGE

FOR THE UNION

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

*Jeffrey Behland (Pres.)*  
*Blair J. [unclear] (Secretary)*  
*[unclear] (TREAS)*

5-C.51

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 give 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

5-C.52

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 give 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

5-C.53

APPENDIX C

AUTHORIZATION FORM FOR UNUSED SICK LEAVE

A. Annual Payment of Sick Leave Authorization

Any full-time employee that meets the requirements of Article IX, Section 2.1 may be entitled to sell back up to three twenty-four (24) hour duty days at 50% - for up to thirty six (36) hours of pay —based upon sick leave usage. Request must be made by May 31.

\_\_\_\_ I believe I qualify for sick leave buyback and request that the following number of twenty-four (24) hour days be sold back and place into my [circle one] RHS health savings plan / health savings account: \_\_\_\_\_ [list number of days]

B. Payment of Sick Leave Upon Retirement Authorization

Any full-time employee that meet the requirements of Article IX, Section 2.2 and that meets the retirement eligibility requirements of his/her respective pension plan shall, upon the employee's retirement from the Village, be paid for 50% of his/her unused accumulated sick leave. A retiring employees must select one of the following options:

\_\_\_\_ I wish to receive a lump sum payment in cash of fifty percent of my accumulated sick leave.

\_\_\_\_ I wish to have fifty percent of my accumulated sick leave cashed out and placed in my [circle one] RHS health savings plan / health savings account.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Amount of unused sick leave sold back \$ \_\_\_\_\_ ( \_\_\_\_ days)

\_\_\_\_\_  
Certified by

\_\_\_\_\_  
Date

5-C.54

## APPENDIX D

### 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.

5-2-55

- 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.

5-C.56

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 "D"; 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 "D" 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.

5-c.60

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 \_\_\_\_\_

5-C.61

Length of Course, Number of Hours, per Week, etc.

---

---

Anticipated Expenses

Tuition \_\_\_\_\_  
Book Expense \_\_\_\_\_  
Other \_\_\_\_\_  
Total Estimated Expenses \$ \_\_\_\_\_

Training Reimbursement Declaration

I understand that if I should voluntarily resign from the service of the Village of La Grange within one year after completing the above course(s) (or as specified elsewhere in Appendix B) for which I am being reimbursed, the full amount of such reimbursement shall be returned to the Village. In such case, the Village may exercise its right to deduct this amount from my final paychecks.

\_\_\_\_\_, 20\_\_\_\_  
Employee Signature Date

Recommended:

\_\_\_\_\_, 20\_\_\_\_  
Village Manager Date

Sufficient Funds:

\_\_\_\_\_, 20\_\_\_\_  
Finance Director Date

5-C.62

APPENDIX E

ANNUAL BASE SALARIES FOR FIRE FIGHTERS AND LIEUTENANTS

	Effective on May 1, 2004	Effective on May 1, 2005	Effective on May 1, 2006	Effective on May 1, 2007	Effective on May 1, 2008
<b>FIRE FIGHTER</b>					
Start	42,778	44,489	46,269	48,120	50,045
After 1 year	45,132	46,937	48,814	50,767	52,798
After 2 years	47,614	49,519	51,500	53,560	55,702
After 3 years	50,232	52,241	54,331	56,504	58,764
After 4 years	52,995	55,115	57,320	59,613	61,998
After 5 years	55,910	58,146	60,472	62,891	65,407
After 6 years	59,217	61,586	64,049	66,611	69,275
<b>LIEUTENANTS</b>					
Start	62,178	64,665	67,252	69,942	72,740
After 1 year	64,429	67,006	69,686	72,473	75,372
After 2 years	66,682	69,349	72,123	75,008	78,008

5-C.63

APPENDIX F

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) \_\_\_\_\_

5-C.64

## APPENDIX G

### 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 illegal drugs;
  2. Having an illegal drug (or its metabolites) 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>

---

<sup>1</sup> 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-C.65

- 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

**Illegal Drugs** — means 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 .04% 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 .04% or more shall constitute a "positive test for alcohol.")

**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 .04% 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 illegal 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 illegal 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>

5-c.67

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.

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 .04% or more, a confirmation breath test shall be performed approximately 15-20 minutes later;

5-C.69

- 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 illegal drugs 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 more than once;
- D. Test positive or violate this Policy during a probationary period; or
- E. Tamper with the collection process.
- F. 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

The Village has an Employee Assistance Program (EAP) to help eligible employees with drug or alcohol problems. Counseling, referrals, follow-up services and information about any insurance coverage for such problems are available from the EAP. Employees may, at the discretion of the Village, be referred to the EAP for a violation of this Policy. It is the Village's intent to support the EAP and employees in it, especially employees who voluntarily refer themselves to the program before they become subject to discipline or are selected for testing.

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 proceeding against the Village or its agents is initiated by or on behalf of an EAP user which involves such records.

The Village strongly encourages any employee who may be abusing alcohol or drugs to contact the EAP. The Village will take no adverse employment action against an employee because that employee voluntarily contacts or uses the EAP for a drug or alcohol problem (except it may require reassignment with pay to another position if the employee is unfit to perform his/her current assignment). Such contacts and participation in the EAP, however, will not guarantee continued employment or excuse performance problems or misconduct.

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

Village/Fire Fighters Agreement, 2004-2009 – Page 65

5-C.71

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

Nothing in this Policy modifies the Village's existing policy of not discriminating against:

- A. Alcohol-dependent persons whose dependency does not constitute a threat to property or safety or prevent them from meeting the Village's normal standards of attendance, performance, and conduct;
- B. Persons with a record of chemical dependency; or
- C. Persons erroneously perceived to be chemically dependent.

The Village will continue to reasonably accommodate alcohol-dependent persons and other 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.

5-C.12

APPENDIX H

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 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 - Complete.....	2.0
Instructor I.....	0.4
Management I .....	0.4
Management II .....	0.4
Tactics & Strategy I.....	0.4
Fire Prevention Principles.....	0.4
Fire Officer II - Complete .....	2.0
Instructor II.....	0.5
Management III.....	0.5
Management 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*, *Management I* and *Tactics & Strategy I* would receive 1.2 points for completion of three components.

5 - C. 13

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

Fire Company Officer's School.....	0.5
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 1.5)	
Operations.....	0.5
Technician.....	0.5
Incident Command (must be Technician).....	0.5
Instructor III .....	0.5
National Fire Academy Course (40 or more hour course).....	1.0
Paramedic**.....	2.0
** Must be certified in the system with which the L.G.F.D. is affiliated.	
Technical Rescue (Points awarded for each component completed to a maximum of 2.0 total)	
Emergency Response/Confined Space Rescue .....	0.5
Specialist/Trench I .....	0.5
Specialist/Roadway I or II.....	0.5
Specialist/Vertical I.....	0.5
Specialist/Vertical II.....	0.5
Specialist/Vertical III .....	0.5

5-6.74

## SIDE LETTER OF AGREEMENT

During the negotiations leading up to the current collective bargaining agreement (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.

In the event that neither the Union or the Village can find an initial HSA/PPO meeting the specifications established within the above described time frames, the parties agree that this entire agreement shall be considered void and non-precedential and the parties shall revert to the bargaining status as it was on September 12, 2005 prior to the parties reaching this agreement.

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 that 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.

5-6-75

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.

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 and all of the language of Article XVII, Section 6.0 which was deleted as a result of this agreement, except for the amounts set forth in the second sentence relating to emergency room, co-payments and drug program co-payments, shall be reinstated. As to such payments, the payments in effect at the time of the discontinuance shall be applicable to the bargaining unit, but any further changes in such payments or changes in plan deductible, co-payments or other out-of-pocket expenses shall be governed by the procedures described in the reinstated Article XVII, Section 6.0 language. A copy of the language to be reinstated is attached hereto as Exhibit 1.

- 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 employees health savings account when they are established.

VILLAGE OF LA GRANGE

IAFF LOCAL 2338

BY: \_\_\_\_\_

BY: Jeffrey Behland

DATE: \_\_\_\_\_

DATE: 1/19/06

5-C.7b

## EXHIBIT I

The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains substantially the same. Employee premium costs shall be as described in Section 1.2. Plan deductibles, co-payments, and other out-of-pocket expenses charged to employees shall remain as they were at the time the HSA/PPO was discontinued unless negotiated otherwise as provided herein.

The Village shall notify the Union in writing of any changes in plan deductibles, co-payments, and other out-of-pocket expenses charged to employees. Before making any changes in deductibles, co-payments or any changes in benefits beyond that set forth above, the Village must first offer to negotiate with the Union. Should the Union oppose the changes, the parties will re-open Section 1.0, Group Health Insurance of Article XVII Group Insurance, and Section 6.0, Right to Change Insurance Carriers. The parties shall promptly meet and negotiate in good faith as to new provisions for those sections. In the event the parties agree upon new provisions for the reopened sections, such agreements will be incorporated into this Agreement and supersede prior provisions in the reopened sections.

If Section 1 or 6 is reopened, and the parties fail to reach agreement within 60 days of the Union's receipt of notice of the increase, either side may invoke arbitration to resolve the dispute according to the procedure of Step 4 Arbitration of this Agreement (Article XXII § B), except that the arbitration shall be an interest arbitration conducted according to the provisions of the IPLRA as applicable, and the arbitrator shall determine the dispute by applying the interest arbitration provisions of the IPLRA, and the parties rights during and after the arbitration shall be as provided in the IPLRA.

Should an interest arbitrator resolve any bargaining impasse by adopting the Village's offer, the award shall be implemented retroactively to the date the Village had proposed to make the changes.

**EXECUTIVE SESSION**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village Clerk, Board of Trustees and  
Village Attorney

FROM: Elizabeth M. Asperger, Village President

DATE: March 13, 2006

RE: **CLOSED SESSION — PERSONNEL MATTERS**

---

It is requested that the Village Board meet in Closed Session, in accordance with Section 5 ILCS 120/2 of the Illinois Compiled Statutes, for the purpose of discussing matters of personnel.