



AGENDA ITEM #8F

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
5/22/2023**

Item Title: SEIU Collective Bargaining Agreement

Staff Contact: Brian Joanis, Assistant Village Administrator
Mark Bozik, Fire Chief

CONSENT

VILLAGE BOARD ACTION:

Adopt a resolution approving and authorizing the execution of a collective bargaining agreement by and between the Village of Roselle and SEIU Local 73 Part Time Firefighters Union.

Executive Summary:

The Village and the Union representing the Village’s Part-time Firefighters recently completed negotiations for a new collective bargaining agreement as the current agreement expired on December 31, 2022. The result of the negotiations is a five-year agreement that will have a term of January 1, 2023 – December 31, 2027. The agreement has already been ratified by the Union membership. Attached is a document that summarizes the significant changes contained within the new collective bargaining agreement.

Implications:

Is this item budgeted? Yes.

Estimated cost: N/A

Any other implications to be considered? N/A

Strategic Priority:

Operational Sustainability

Attachments:

- Contract Summary
- Resolution
- Collective Bargaining Agreement

Summary of Changes
SEIU Local 73 Collective Bargaining Agreement

Article XII – Exhibit IV: Wage Schedules

- The new five-year agreement reflects annual across the board increases of 3% (2023 – 2027).
- Non-certified Part-time Firefighters are not subject to the annual across the board increases due to minimum wage requirements becoming effective in 2025.

Article XII – Section 12.1: Hourly Rates:

- The new agreement reflects the following additional hourly compensation changes:
 - Fire Apparatus Engineer (FAE) and Fire Department Driver Operator (DO) \$1.50 per hour.
 - Adds a Vehicle and Machinery Technician (VMT) Certification at \$.50 per hour.
- Memorializes the permanent part-time stipend language into the new agreement.

Section 6.4 Sign-Up Shift Procedures:

- New language for minimum shift requirements and monthly selection procedures.

Section 6.5: Work Cycle:

- Includes changes to the work cycle to better align with operational efficiencies.

Section 6.12: Call Off:

- New section. Includes language regarding unexcused absences from assigned shifts.

Article VIII Section 8.2: Procedure

- Includes changes to the grievance procedure to add the Battalion Chief as step one (1).

Article X Section 10.2: Seniority List

- Adds language to provide Union with a seniority list at the request of the Union each year of the agreement.

Article XV – Training

- Basic Operations Firefighter and EMT-B courses will not be included as hours worked.

Article XVI Section 16.5: Post Accident/Injury Drug and Alcohol Testing

- Includes language for post-accident testing for individuals responding to any incident or transport of a patient.

Article XVIII Section 18.3: Health Insurance

- Includes new language to comply with the Federal Affordable Care Act.

THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION

NUMBER _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73
(PART-TIME FIREFIGHTERS)**

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

TOM DELLA PENNA
WAYNE D. DOMKE
DENA FORSYTHE
CHERYL LENISA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 22nd day of May, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73
(PART-TIME FIREFIGHTERS)**

WHEREAS, the Village of Roselle is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

WHEREAS, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an contract with another party pursuant to Illinois Statute;

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-1 et seq., the Village is authorized to enter into collective bargaining agreements; and

WHEREAS, the Mayor and Board of Trustees (hereinafter referred to collectively as the "Corporate Authorities") recognize that representatives of Service Employees International Union (SEIU), Local 73 (Part-time Firefighters) (hereinafter referred to as the "Union") have been participating in good faith bargaining and negotiations to reach an appropriate labor agreement between the Village and the Union (each a "Party", and collectively the "Parties" thereto);

WHEREAS, the Parties have completed negotiations and have reached a tentative agreement pending approval and ratification of the Corporate Authorities; and

WHEREAS, the Corporate Authorities of the Village of Roselle deem it to be in the best interests of the health, welfare and safety of the residents of the Village to enter into a collective bargaining agreement with Service Employees International Union (SEIU), Local 73 (Part-time Firefighters) as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Collective Bargaining Agreement

The Village hereby approves the collective bargaining agreement (hereinafter referred to as the “Agreement”) substantially in the form attached hereto and made part hereof as Exhibit A.

Section Three – Authorization and Direction

The Mayor is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to the Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreement and of this resolution.

Section Seven – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight – Publication Clause

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Eleven – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 22nd day of May, 2023:

David Pileski
Mayor

ATTEST:

Amanda Hausman
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTIES OF DUPAGE AND COOK)

CLERK'S CERTIFICATION

I, Amanda Hausman hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73 (PART-TIME FIREFIGHTERS)**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on November 14, 2022 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

Amanda Hausman, Village Clerk

(SEAL)

Exhibit A

Collective Bargaining Agreement

DRAFT

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

THE VILLAGE OF ROSELLE

AND

SEIU, LOCAL 73
Part Time Firefighters

January 1, 2023-December 31, 2027

TABLE OF CONTENTS

PREAMBLE 5

ARTICLE 1 6

RECOGNITION AND REPRESENTATION 6

Section 1.1: Recognition 6

Section 1.2: Gender 6

Section 1.3: Non-Discrimination..... 6

ARTICLE II 6

UNION RIGHTS 6

Section 2.1: Dues Check Off..... 6

Section 2.2: Fair Share 6

Section 2.3: COPE Check-Off Authorization 7

Section 2.4: Employer Indemnification..... 7

ARTICLE III 8

MANAGEMENT RIGHTS 8

Section 3.1: Management Rights..... 8

Section 3.2: Manual of Rules, Regulations, Policies and Procedures 8

Section 3.3: New Rules, Regulations, Policies and Procedures..... 8

ARTICLE IV 8

UNION BULLETIN BOARD 8

Section 4.1: Bulletin Board..... 8

ARTICLE V 9

LABOR MANAGEMENT COMMITTEE MEETINGS..... 9

ARTICLE VI 9

HOURS OF WORK AND OVERTIME 9

Section 6.1: Application of Article 9

Section 6.2: Regular Work Day..... 9

Section 6.3: Shift Assignments 9

Section 6.4: Sign-Up Shift Procedures 9

Section 6.5: Work Cycle..... 11

Section 6.6: Overtime Pay 11

Section 6.7: Changes in Regular Work Day or Regular Work Cycle 11

Section 6.8: Call Back 11

Section 6.9: Force Back Process..... 11

Section 6.10: Employee Shift Exchange..... 12

Section 6.11: No Pyramiding 12

ARTICLE VII 12

REQUIRED CERTIFICATIONS 12

ARTICLE VIII 12

GRIEVANCE PROCEDURE 12

Section 8.1: Definition 12

Section 8.2: Procedure..... 12

Section 8.3: Arbitration..... 13

Section 8.4: Limitation on Authority of Arbitrator 14

Section 8.5: Time Limit for Filing..... 14

Section 8.6: Exclusivity of Grievance Procedure 14

Section 8.7: Employee Right to Representation 14

ARTICLE IX 14

NO STRIKE-NO LOCKOUT 14

Section 9.1: No Strike 14

Section 9.2: No Lockout 15

Section 9.3 Judicial Restraint..... 15

Section 9.4: Union Representation 15

ARTICLE X	15
SENIORITY	15
Section 10.1: Definition of Seniority	15
Section 10.2: Seniority List	15
Section 10.3: Layoffs	15
ARTICLE XI	16
LEAVES OF ABSENCE	16
Section 11.1: Jury Leave	16
Section 11.2: Leave for Military Reserve Duty	16
Section 11.3: Family and Medical Leave Act of 1993	16
Section 11.4: Special Leaves Without Pay	16
Section 11.5: Union Business Leave	16
ARTICLE XII	17
WAGES	17
Section 12.1: Hourly Rates	17
Section 12.2: Longevity Pay	17
Section 12.3: Holiday Pay	18
Section 12.4: Special Event Pay Pay	18
ARTICLE XIII	18
DISCIPLINE AND DISCHARGE	18
Section 13.1: Discipline Procedures	18
Section 13.2: Probationary Period	18
ARTICLE XIV	19
QUARTERMASTER SYSTEM	19
Section 14.1: Class A Uniforms	19
Section 14.2: Shoe Allowance	19
ARTICLE XV	19
TRAINING	19
ARTICLE XVI	20
DRUG AND ALCOHOL TESTING	20
Section 16.1: Policy Statement	2
Section 16.2: Prohibitions	0
Section 16.3: Random Drug Testing	20
Section 16.4: Reasonable Suspicion Drug Testing	20
Section 16.5: Post-Accident / Injury Drug / Alcohol Testing	21
Section 16.6: Voluntary Requests for Assistance	22
Section 16.7: Records	24
ARTICLE XVII	24
FITNESS AND WELLNESS PROGRAM	24
ARTICLE XVIII	24
MISCELLANEOUS	24
Section 18.1: No Solicitation	24
Section 18.2: Precedence of Agreement	24
Section 18.3: Health Insurance Reopener	25
ARTICLE XIX	25
SAVINGS CLAUSE	25
ARTICLE XX	25
ENTIRE AGREEMENT	25
ARTICLE XXI	26
DURATION AND TERM OF AGREEMENT	26
Section 21.1: Term of Agreement	26

EXHIBIT 1	27
DUES AUTHORIZATION FORM.....	27
EXHIBIT II	28
SEIU LOCAL 73 COPE CHECKOFF AUTHORIZATION FORM	28
EXHIBIT III	29
SHIFT CALENDAR.....	29
EXHIBIT IV30Error! Bookmark not defined.
WAGE SCHEDULE	30

PREAMBLE

THIS AGREEMENT entered into by the Village of Roselle (hereinafter referred to as the "Village" or the "Employer") and Service Employees International Union, Local 73 (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

;

;

ARTICLE I
RECOGNITION AND REPRESENTATION

Section 1.1: Recognition

The Village recognizes the Union as the exclusive bargaining representative for all part-time paid-on-call firefighters in the Village of Roselle Fire Department in the following classifications: Firefighter, Firefighter /Paramedic, Firefighter/Emergency Medical Technician and Emergency Medical Technician. Excluded from the bargaining unit are all other Village employees, including but not limited to, full-time sworn firefighter/paramedics and lieutenants, shift officers, the deputy chief, the fire chief, training officer, and all professional employees, short-term employees, supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act, as amended.

Section 1.2: Gender

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

Section 1.3: Non-Discrimination

The parties will continue to provide equal employment opportunity for all employees covered by this Agreement and will not discriminate in regard to race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. Neither the Village nor the Union will discriminate against employees as a result of activities or refusal to engage in Union activities. Grievances under this Article may be processed up to, but not including, arbitration. Employees dissatisfied with the grievance may seek redress from the appropriate administrative agency.

ARTICLE II
UNION RIGHTS

Section 2.1: Dues Check Off

During the term of this Agreement, the Village will deduct Union dues from the paychecks of each employee in the bargaining unit who has submitted a dues checkoff authorization in the form set forth in Exhibit I to this Agreement. Said dues shall be deducted from the first paycheck issued to such employee during each month this Agreement is in effect. (Pay periods and determination of the first monthly check are determined by the Village.)

The Financial Officer of the Union shall notify the Human Resource Director or her designee by certified mail of the amount of uniform dues to be deducted. The Union may change the dues schedule once each year during the term of this Agreement by giving the Village at least thirty (30) days advance written notice of the change. The Village will promptly remit to the Union Financial Officer those dues which are deducted from employee paychecks under this Section upon receipt of invoice from the Union.

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

Section 2.2: Fair Share

During the term of this Agreement, employees who do not chose to become dues paying members of the Union shall, commencing sixty (60) days after their employment or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union. The Union shall periodically, but not less than annually, submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

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

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

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

Section 2.3: COPE Check-Off Authorization

The Union and the Village mutually agree to allow employees to voluntarily enter SEIU Local 73 COPE Program. Upon the receipt by the Village of the check-off authorization form (see Exhibit II), dated and executed by an employee, the Village shall deduct the sum determined by the employee from each pay check. The Village will forward the money so deducted to the Union at an address to be provided by the Union by the last day of the month in which the deduction is made. The COPE check-off authorization shall be revocable at any time by the employee. Notice for such action must be made in writing and shall be effective upon the delivery by the employee to the Village. The Union agrees to refund to any employee any amount paid to the Union in error on account of this COPE deduction provision.

Section 2.4: Employer Indemnification

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) including reasonable attorneys' fees, brought or issued against the Village as a result of any action taken pursuant to the provisions of this Article, including any cost incurred by the Village arising from challenges to the fair share fee amount, provided that the Village has not initiated such legal or administrative action.

In the event any legal action against the Village brought forth in a court or administrative agency because of its compliance with this article, the Employer may, at its option, require the Union to defend such actions, at the Union's expense, or the Village may do so through its own counsel, the cost of which shall be paid by the Union.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1: Management Rights

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations and services, policies, practices and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to deploy employees both internally and externally to other fire service related assignments or functions; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to increase, reduce or change, modify or alter the composition and size of the work force; to make, alter and equitably enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such; to establish performance standards; to discipline, suspend and/or discharge employees; to change or eliminate existing methods, practices, equipment or facilities or introduce new ones; to determine physical and mental fitness standards and training needs and to assign employees to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Fire Department in the event of civil emergency as may be declared by the Village President, Village Administrator, Fire Chief or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of the Village.

Section 3.2: Manual of Rules. Regulations. Policies and Procedures

The Village agrees to post or make available all applicable written rules, regulations policies and procedures in electronic format available to all personnel.

Section 3.3: New Rules. Regulations. Policies and Procedures

When practicable, the Village agrees to post new rules, regulations, policies and procedures at least fourteen (14) days prior to their effective date.

ARTICLE IV
UNION BULLETIN BOARD

Section 4.1: Bulletin Board

The Village agrees to place a bulletin board at least two (2) feet by three (3) feet in a non-public area in the fire station, which the Union may use to post notices of interest to its membership. All costs incident to preparing and posting Union material will be borne by the Union. The Union is responsible for posting approved material on its designated bulletin board and for maintaining such bulletin board in an orderly condition. The Union shall not use the bulletin board space for posting abusive, inflammatory or partisan political material. All materials posted on the board shall be dated and signed by an authorized Union representative, including stewards.

ARTICLE V
LABOR MANAGEMENT COMMITTEE MEETINGS

At the request of the Union or the Village, a Labor Management Committee shall meet to discuss matters of mutual concern that do not involve negotiations or matters being processed pursuant to the grievance procedure. The President of the Union shall designate up to three bargaining unit employees to attend such meetings, and the Village Administrator shall designate up to three Village employees plus one note taker to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting. Labor Management meetings shall be held during regular business hours as maintained at the Village Hall. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. If such a meeting is held during the regular working hours of any Union employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE VI
HOURS OF WORK AND OVERTIME

Section 6.1: Application of Article

This Article is only intended to serve as a basis for calculating hours of work, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

Section 6.2: Regular Work Day

The current regular work day for employees is twelve hours (0630-1830 and/or 1830-0630). The Village retains the right to establish shift hours. If an employee is temporarily assigned to training or a special assignment, the Village may assign such employee to an 8 hour work day, with as much advance notice as practicable.

Section 6.3: Shift Assignments

The Fire Chief will assign part time personnel to shifts. Once assigned, these will become part time shift assignments and the responsibility of that particular Battalion Chief or Lieutenant until changed by the Fire Chief or designee.

Section 6.4: Sign-Up Shift Procedures

For purposes of part-time personnel one (1) shift shall be identified as a 12-hour period from 06:30 AM through 18:30 PM, 18:30 PM through 06:30 AM or as designated by staffing or response needs. Permanent Part-Time members are required to work a minimum of (120 Hours) per month. Part-Time members are required to work a minimum of (48 Hours) per month.

Part-Time personnel are guaranteed (6) shifts per day, 365 days per year. The Union will strive to ensure that all 6 shifts are staffed every day but guarantee that shifts are always staffed 24/7/365 based on the number of part-time individuals that are rostered.

- 8 or more rostered personnel – (1) Part time member guaranteed always staffed 24/7/365
- 15 or more rostered personnel – (2) Part time members guaranteed always staffed 24/7/365.
- 22 or more rostered personnel – (3) Part time members guaranteed always staffed 24/7/365.

The maximum rostered part-time personnel per Village policy is (29). The number of rostered positions will be updated monthly.

Minimum qualifications are Basic Operations Firefighter / Emergency Medical Technician-B for the purpose of determining a rostered person.

If part-time personnel are consistently unable to staff the (6) shifts per day management reserves the right to staff the position as they see fit.

MONTHLY SHIFT PICK PROCEDURES –

All Permanent part-time member shift selections will be placed on the department shift calendar (Aladtec) by the Battalion Chief of Operations based on the members agreed upon schedule. It will be the permanent part-time member's

responsibility to ensure they meet the required 120 hours per month. Should the permanent part-time member not meet the 120-hour minimum they will be assigned to open slots by the Battalion Chief of Operations on their assigned color shift until the minimum requirement is met.

During the first seven days of the preceding month, all non-permanent part-time members shall submit a minimum of four, twelve-hour shifts into the department shift calendar (Aladtec) on their assigned color shift. These shift selections will be placed into open slots on the calendar. (e.g. April shift selections, a minimum of four, twelve-hour shifts shall be submitted into Aladtec by the end of the business day on the 7th day of March).

After the 7th day of the preceding month, the Battalion Chief of Operations reviews the submitted selections and approves the selections based on department seniority. If a member has not submitted a minimum of four twelve-hour shifts by the end of the 7th business day of the preceding month, the Battalion Chief of Operations will assign them to an open slot on their assigned colored shift based on department needs.

If the Battalion Chief of Operations denies a non-permanent part-time member's shift selection due to a senior member being assigned the shift, the shift is assigned to a permanent part-time member or the spot is not available, the junior member will be assigned a shift in an open slot on their designated colored shift.

After the Battalion Chief of Operations approves/denies all submitted shift selections, all part-time members are free to select open slots across all three colored shifts.

Any member that may have a conflict with this scheduling procedure may shall submit in writing to the Chief or his designee the reason(s) for not meeting the minimum required shifts, i.e., full-time employment requirements, extended fire related training courses or family hardships. All requests for exception to the minimum shift requirements will be considered on a case-by-case basis and subject to the Fire Chief's review and approval.

Section 6.5: Work Cycle

The normal work cycle under Section 7K of the federal Fair Labor Standards Act (FLSA) for employees covered by this Agreement shall be 27 days/ 204 hours. If the Village temporarily assigns an employee to training or a special assignment, the Village reserves the right to place such employee on a 40 hour, seven day work schedule.

Section 6.6: Overtime Pay

An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours worked in excess of two-hundred and four hours (204) in the employee's twenty-seven (27) day work cycle. Overtime pay shall be earned in fifteen (15) minute increments as provided by the Fair Labor Standards Act (FLSA). All overtime shall be paid and employees shall not be eligible for compensatory time for overtime worked.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the employee's immediate non-bargaining unit supervisor. Time worked shall not include any uncompensated periods, nor shall it include any paid leaves of absence.

Section 6.7: Changes in Regular Work Day or Regular Work Cycle

Should it be necessary in the Village's judgment to establish a schedule departing from the regular work day or the regular work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least thirty (30) days advance notice of such change to all employees directly affected by such change. Advance notice does not apply to overtime assignments, holdovers or call backs.

Section 6.8: Call Back

If the Village requires an employee to report for duty outside the employees scheduled hours of work without prior notice, then such employee shall receive a minimum of one (1) hour of pay or pay or the actual time worked, whichever is greater, at the employee's regular straight time hourly rate. Additional time will be paid in fifteen (15) minute increments.

Section 6.9: Force Back Process

In the event that a shift, or a particular hire back assignment, has not been filled by qualified bargaining unit members and it is refused by all members, the Village shall be able to force employees to work these situations. A force back priority list shall be maintained. This list will contain the names of all employees eligible for the force back. The names will be listed in reverse

seniority with the employee with the least seniority at the top. The force back will be imposed onto the junior employee with the qualifications required for the assignment. If no contact is made or the junior employee shall not be able to work based on a bona fide reason, then the next junior employee on the list shall be contacted. Once an employee is forced back, he shall be placed at the bottom of the force back priority list. If in imposing a force back, an employee would be eligible for overtime pay or exceed 60 consecutive hours worked per Department Directive as an employee or the Village's representative on its paramedic contract, this employee would be passed over on the force back priority list and the next employee above him on the list would be forced back. The person passed over would remain in their position on the force back priority list for the next force back event.

Employees are not eligible for force back based on the following bona-fide reasons: scheduled for duty, scheduled for work at another job, off of work due to a vacation or extended illness, assigned to light duty or administrative duty, or assigned training approved by the Chief. Employees may not decline to work a forced situation; however, they may find a replacement to work the situation for them. If an employee forced to work a hire back event finds a volunteer employee that is qualified to take the assignment, the employee who was originally forced will be credited as if he had worked the forced hire back. If the Village is unable to make contact with any forced back employee or the employee declines the force back assignment based on a non-bona fide reason, that employee will be subject to discipline.

Section 6.10: Employee Shift Exchange

An employee may have another bargaining unit employee with equal or greater qualifications substitute for him by performing work in the same capacity for the employee's entire scheduled work day (or a portion thereof), provided the substitution does not interfere with the operation of the Department, and subject to advance approval by the Fire Chief or his designee. When an employee demonstrates that he or she was unable to obtain a substitute with "equal or greater qualifications" in a specific situation, the Fire Chief may permit the shift exchange, provided the Chief determines the substitute employee possesses the necessary qualifications for the shift in question. A shift exchange must be requested at least forty eight (48) hours in advance, unless this requirement is waived by the Fire Chief in a specific instance. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was originally scheduled to work that shift. It is expressly understood that as a result of approving a voluntary request to exchange shifts the Village will not incur any overtime liability.

Section 6.11: No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 6.12: Call Off

Any part-time member not able to fulfill their assigned shift shall be responsible to find their own replacement unless; there is a death in the immediate family (Mother, Father, Grandparents, Brother, Sister, Spouse and Children), a birth within the immediate family, acute illness or injury that prevent the member from reporting for duty. Under these circumstances, the member shall make every effort to notify the Officer in Charge no less than 60 minutes prior to the start of the shift allowing ample time for a replacement to be found.

Should a part-time member call off due to non-excusable circumstances or illness, that member will be responsible for making up those missed hours within the next 30 days. Failure to find coverage or provide a Physician's note shall be considered unexcused absence-

Any part-time member that has (3) unexcused absences from their assigned shifts within a 12-month period will be ineligible for non-mandatory classes for 6 months.

ARTICLE VII REQUIRED CERTIFICATIONS

Employees shall obtain an Illinois Class—B Non CDL driver's license within ninety (90) days of hire. As a condition of employment and continued employment, employees must maintain all required licenses and certifications as set forth in

ARTICLE VIII **GRIEVANCE PROCEDURE**

Section 8.1 : Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement.

Section 8.2: Procedure

The Grievance Procedure set forth in this Agreement completely replaces, and is not in addition to, the procedure set forth in the Village of Roselle Personnel Policy Manual. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the Battalion Chief or his designee, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Battalion Chief or his designee shall render a written response to the grievant within ten (10) business days after the grievance is presented. If the grievance is against the Battalion Chief, the written grievance can be submitted to the Deputy Chief.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Fire Chief within ten (10) business days after receipt of the Village's answer at Step 2. Thereafter, the Fire Chief or his designee and other appropriate individual(s) as desired by the Fire Chief, shall meet with the grievant and a Union representative within ten (10) business days of receipt of the grievant's appeal, if at all possible. If no agreement is reached, the Fire Chief or designee shall submit a written answer to the grievant and Union within ten (10) business days following the meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Village Administrator within ten (10) business days after receipt of the Village's answer at Step 2. Thereafter, the Village Administrator or his designee and other appropriate individual(s) as desired by the Village Administrator, shall meet with the grievant and a Union representative within ten (10) business days of receipt of the grievant's appeal, if at all possible. If no agreement is reached, the Village Administrator or designee shall submit a written answer to the grievant and Union within ten (10) business days following the meeting.

Section 8.3: Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer as provided to the Union at Step 3:

1. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

3. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
4. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4: Limitation on Authority of Arbitrator

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

Section 8.5: Time Limit for Filing

No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the first occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 8.6: Exclusivity of Grievance Procedure

The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

Section 8.7: Employee Right to Self-Representation

Nothing in this Agreement prevents an employee from presenting an issue to the Employer and having the issue discussed and settled without the intervention of the Union, unless the issue impacts another bargaining unit member or the bargaining unit as a whole. Any Union officer will be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement.

ARTICLE IX NO STRIKE-NO LOCKOUT

Section 9.1: No Strike

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. In addition, in the event of a Violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, and the only issue that may be raised in any

proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Any action taken by the Employer against any employee who participates in a violation of this Article shall not be considered a violation of this Agreement and shall not be subject to the provisions of this grievance procedure.

Section 9.2: No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 9.3: Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 9.4: Union Cooperation

Each employee who holds a position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining or bringing about compliance with the provisions of this Article. In addition, in the event of a violation of Section 1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to advise them to return to work or cease any action which violates this Article.

ARTICLE X **SENIORITY**

Section 10.1: Definition of Seniority

)
Seniority shall be based on the length of time from the last date of beginning continuous employment in a position covered by this Agreement. For all other purposes seniority is defined as an employee's continuous length of service as a firefighter with the Employer. Unless prohibited by federal or state law, unpaid leaves exceeding thirty (30) days shall be deducted from the total accumulated days of full time service in determining seniority. If hired on the same date, position on the eligibility list establishes seniority, with the employee higher ranking being the most senior.

Section 10.2: Seniority List

On or before January 15th of each new calendar year, at the request of the Union, the Village will post and provide the Union with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 10.3: Layoffs

If the Village in its discretion determines that a layoff of an employee or employees within a position classification covered by this Agreement is necessary, then the Village will normally consider skill and ability when deciding which employee or employees to layoff. If skill and ability are equal between two (2) affected employees, then seniority shall be the determining factor.

Employees who are laid off pursuant to the above paragraph shall be placed on a recall list for a maximum period of one year following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same job classification in this bargaining unit from which they were laid off.

It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Employees will have up to fourteen (14) calendar days from the date of mailing to respond to a recall, after the fourteen (14) calendar days their recall is considered forfeited. Any employee who declines a recall under this Section shall forfeit further recall rights.

ARTICLE XI **LEAVES OF ABSENCE**

Section 11.1: Jury Leave

Any employee who is summoned to serve on a jury or grand jury shall be excused from work without pay for the shifts or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror.

Section 11.2: Leave for Military Reserve Duty

Unpaid leave for employees who are members of the Military Reserve (or National Guard unit) will be granted pursuant to applicable law.

Section 11.3: Family and Medical Leave Act of 1993

The Employer may alter, adopt and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA").

Section 11.4: Special Leaves Without Pay

An employee may be granted, at the Village's sole discretion, a special unpaid leave of absence for a maximum of one year under such terms and conditions as the Village may establish. Requests for leave must be made in writing to the Fire Chief at least 30 days in advance of the proposed commencement of the leave including an explanation of the reason for the request. Unpaid leave may be granted with the approval of the Village Administrator. Seniority will not accrue during the leave of absence. Employees seeking a leave of absence in excess of 30 days may be required to turn in all Village uniforms, equipment, badges, and identification. Employees returning to work after leaves of absence of more than 30 days shall be required to participate in a re-acclimation and retraining program determined by the Village, and may be required to demonstrate necessary skill and fitness levels to perform the essential functions of their position

Section 11.5: Union Business Leave

Employees elected or appointed to represent the Union will be permitted reasonable time off, without pay, to attend regular or special meetings of the Union, conferences or conventions or seminars of firefighter's unions. Any employee desiring such time off shall submit a written request to the Fire Chief or the Chief's designee not less than fourteen (14) days in advance of the requested dates off. Any missed shifts remain the responsibility of the employee to obtain coverage. Approval of such unpaid time off shall not be unreasonably withheld.

ARTICLE XII

WAGES

Section 12.1: Hourly Rates

Employees shall be paid for hours worked on the basis of the hourly rates listed in Exhibit IV of this agreement. Base hourly rates has been established for the following five (5) classifications:

1. Firefighter - No Certification
2. Basic Operations Firefighter (Firefighter II) & EMT-Basic
3. Advanced Firefighter (Firefighter III) & EMT-Basic
4. Basic Operations Firefighter (Firefighter II) & Paramedic
5. Advanced Firefighter (Firefighter III) & Paramedic

An employee shall advance classifications only upon successfully meeting the requirements of the next classification.

Additional hourly compensation: Employees who possess and maintain the following certifications or qualifications shall have their hourly rate increase as follows:

- Fire Apparatus Engineer (FAE) Certification AND Fire Department Driver Operator (DO)
 - o \$1.50 per hour
- Vehicle Machinery Operations (VMO) Certification
 - o \$0.50 per hour
- Vehicle and Machinery Technician (VMT) Certification
 - o \$.50 per hour

Full-time Village employees who also work part-time at the Fire Department shall receive 1 1/2 times the hourly rate for their Fire Department job classification.

Permanent Part-time Stipend – A stipend given to part-time firefighters who have been approved by the Battalion Chief of Operations for a permanent part-time position (As defined in Roselle Fire Department SOPs). The stipend shall be \$3.00 per hour. The stipend shall be given for assigned hours and any additional hours worked.

Section 12.2: Longevity Pay

Employees that have certain continuous lengths of service as a firefighter with the Village shall receive longevity pay as follows:

1. Upon completion of two (2) years of continuous service the employee shall have \$1.00 added to their base hourly rate.
2. Upon completion of four (4) years of continuous service the employee shall have \$1.00 added to their base hourly rate.
3. Upon completion of six (6) years of continuous service the employee shall have \$1.00 added to their base hourly rate.
4. Upon completion of eight (8) years of continuous service the employee shall have \$1.00 added to their base hourly rate.
5. Upon completion of ten (10) years of continuous service the employee shall have \$1.00 added to their base hourly rate.

“Continuous Service” shall be defined as uninterrupted years of service. Approved Leave of Absence (LOA) shall not be considered an interruption in service, however LOA time will NOT be counted towards years of service. (Example: Employee works for three full uninterrupted years and takes a six (6) month LOA. Upon returning to work, employee still has three years of creditable service however will now need to work a full year to complete a fourth year of service.)

Section 12.3: Holiday Pay

A bargaining unit employee who works a full 12 hour shift which begins on any of the following holidays shall be paid time and a half his regular straight time hourly rate for all hours worked on their shift:

January 1	Memorial Day	July 4
Labor Day	Thanksgiving Day	Friday after Thanksgiving
December 24	December 25	New Year's Eve

Section 12.4: Special Event Pay

A bargaining unit employee who works any of the following four (4) Special Events shall be compensated at a rate equal to time and one half of their hourly rate: Taste of Roselle, July 3rd (4th of July celebration), Rose Parade, and the Annual Fire Department Open House.

**ARTICLE XIII
DISCIPLINE AND DISCHARGE**

Section 13.1: Discipline Procedures

The disciplinary measures listed in this Article will guide disciplinary actions in most cases. They are meant to be corrective and progressive in nature. This procedure does not preclude the Village from bypassing steps when disciplining an employee. The nature, extent and seriousness of the offense will determine the appropriate disciplinary action.

Disciplinary actions may include: oral reprimand, written warning, suspension, demotion or termination of employment. The authority to discipline shall be granted to the Fire Chief and Village Administrator or his designee(s). Disciplinary action may be imposed upon an employee only for just cause, probationary employees with or without cause.

Only disciplinary matters involving termination or suspensions shall be subject to the grievance procedure as found in Article VIII of this Agreement with respect to whether or not just cause for such discipline existed; however, any employee who is terminated for not reporting to work as scheduled, for not maintaining EMT status, for not fulfilling minimum training requirements, or for violating the minimum shift bidding pursuant to Section 6.4 shall not be entitled to appeal such discipline under Article VIII or any other Village policy or ordinance.

Written notice of discipline, including the reasons for the discipline, will be given to the employee at the time of the discipline. The Village may impose discipline immediately at the time of the incident and prior to the time of the filing of any grievance. The Village agrees to supply written notice to the Union of any and all disciplinary actions against a member of the bargaining unit. The provisions of the Firemen's Disciplinary Act, 50 ILCS 745/1 shall not apply to employees covered by this Agreement. Employees shall be entitled to Weingarten Rights.

Section 13.2: Probationary Period

The probationary period shall be 12 months following the employee's date of hire. At the Fire Chief's sole discretion, an employee's probationary period may be extended for a period not to exceed six months for a total probationary period of 18 months. During the probationary period, a firefighter is entitled to all rights, privileges pr benefits under this Agreement, except as limited by the express terms of this Agreement.

ARTICLE XIV
QUARTERMASTER SYSTEM

Employees shall wear and maintain such uniforms and equipment as may be required by the Village. The Village will provide and replace certain uniform and firefighting gear through a quartermaster system, pursuant to such policies and procedures as the Village may determine from time to time.

Any additional approved uniform or equipment items shall be purchased by the employee. Village issued uniforms and equipment shall be returned to the Village at time of separation of employment. Individual employees are responsible for cleaning and maintaining their Village issued uniform and equipment items in accordance with Department standards.

Section 14.1: Class A Uniforms

Employees who have successfully completed sixty (60) months of employment and are in good standing may request to be issued a Class A uniform and the Village will provide a one-time reimbursement of up to 100% of the cost of a new Class A uniform as defined in the Department's SOP. The one time reimbursement shall not exceed \$400.

Section 14.2: Shoe Allowance

All station footwear (shoes or boots) shall be steel toed and conform to Department requirements. Once every two years, an eligible employee may be reimbursed for up to one hundred dollars (\$100) towards the cost of purchasing such footwear. To be eligible for this benefit, the employee must be a member in good standing. Station footwear is not covered by the quartermaster system.

ARTICLE XV
TRAINING

In classroom hours spent by an employee attending on-site training classes required by the Village, except BOF and EMT-B, will be counted as hours worked. Time spent by an employee to obtain paramedic certification or clinical hours for paramedic recertification (unless said training or continuing education is provided on site during shift) will not be considered hours worked. In addition, an employee may request for reimbursement of training costs or expenses not covered by this Agreement (i.e. off-site training not required by the Village). Employees may not request the reimbursement of wages for attending training that is not counted as hours worked. Requests shall be made in writing within at least 30 days advance of training registration. The Fire Chief shall have the sole discretion to approve or deny requests. Reimbursement approval may be contingent upon the employee reimbursing the Village should he not remain employed by the Village for a period of up to twelve months following the last day of the training. Employees shall receive and provide documentation of obtaining a passing grade as determined by the entity providing instruction (or its numerical equivalent) or proof of successful completion (such as a certificate) to be eligible for reimbursement. Employees who are provided or seek reimbursement for initial firefighter training/certification (Firefighter II or Basic Operations Firefighter through the Office of the State Fire Marshal) will be required to reimburse the Village for their training costs based upon the following schedule if employment is voluntarily terminated or failure to complete the training:

- One year or less from last day of training - 100%
- ◆ More than one year, but less than two years from last day of training - 50%
- * More than two years, but less than three years from last day of training - 25%
- Three or more years from the last day of training - 0%
-

ARTICLE XVI
DRUG AND ALCOHOL TESTING

Section 16.1: Policy Statement

The Village and Union agree that the use of illegal drugs, the abuse of prescription drugs, and being under the influence of alcohol at the workplace, by any employee of the Fire Department presents unacceptable risks to the safety and well-being of other employees and the public, increases the risk of accidents and injuries, and reduces productivity in the workplace.

Use of legal prescription drugs, prescribed to the employee by a licensed M.D., which do not prevent employees from performing their duties in a safe and efficient manner, shall not be prohibited by this policy. Employees must notify their supervisor if they are taking a legal prescription drug that will affect their ability to perform their job duties.

Section 16.2: Prohibitions

Employees are prohibited from being under the influence of an illegal drug or alcohol during the course of the workday; failing to report to their supervisor any known adverse side-effects of medication or prescription drugs they are taking; and consuming, possessing, selling or purchasing illegal drugs at any time.

Section 16.3: Random Drug Testing

Section 16.3.1: Administration of Test

Up to four times per year, there will be a random selection often percent (10%) of SEIU bargaining unit members, full-time firefighters and fire department administration personnel. The random selection of personnel will be completed by the third party agency utilized by the Village for the CDL Random Drug and Alcohol Testing Policy.

The Village Administrator and Fire Chief will be notified of the names of the employees that have been selected to complete the drug test. The Village will provide the employees with a written notice of the order to submit to a drug test. The employee will be expected to complete the test at the clinical laboratory or hospital facility currently utilized by the Village on the first duty day after the random selection of personnel. Refusal to comply with the order to test may subject the employee to discipline, but the taking of the test shall not operate to waive any objections or rights the employee may have.

Section 16.3.2: Laboratory Testing

The Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act and complies with the Department of Health and Human Services standards. The employee will identify all prescription/non-prescription drugs he is taking prior to providing a specimen for the technician. A chain of custody procedure will be followed. A 10 panel drug screen will be completed by the clinical laboratory or hospital facility. All initial positive drug urine screens will be confirmed through GC/MS (gas chromatography, mass spectroscopy) or an equivalent scientifically accurate test.

A sufficient sample shall be collected to allow for initial screening; a confirmatory test; and finally, a sufficient amount to be set aside reserved for later testing if requested by the employee. Testing must include tamper proof containers and must observe proper chain of custody procedures.

Section 16.3.3: Results

The results of the random drug test will be returned to the Village Administrator’s Office who will be responsible for causing a copy to be mailed to the residence of each employee tested. The Union President will also be notified of which bargaining unit members completed the test.

Section 16.3.4: Discipline

In the first instance an employee tests positive on a random drug test, the employee may be subject to discipline. Disciplinary action may include mandatory referral to a substance abuse treatment program. Referral to a treatment program shall include the following conditions:

- An appropriate treatment program must be determined by a physician agreed to by the Village;
- The employee agrees to discontinue the use of illegal drugs and/or the abuse of prescription drugs;
- The employee agrees to submit to random testing for a period of one year from the time the employee first tests positive on a random drug test.

Employees who do not comply with the conditions of this section or who test positive a second time shall be subject to discipline, up to and including discharge. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after-care program shall be afforded an unpaid leave of absence upon request for the period of counseling and after-care program, subject to the approval of the Village Administrator. Such approval will not be unreasonably withheld.

Section 16.4: Reasonable Suspicion Drug Testing

In the event that there exists reasonable suspicion that an employee is under the influence of alcohol or illegal drugs, the employee will be required to submit to an alcohol and/or drug test.

Section 16.4.1: Administration of Test

The Village shall provide written notice to the employee and to the Local Union Representative setting forth the facts and inferences upon which the Village based its conclusion of reasonable suspicion. Such notice shall be provided in writing within five (5) business days after testing.

Refusal to comply with the order to test may subject the employee to discipline, but taking of the test shall not operate to waive any objection or rights the employee may have. Any reassignment or relief from duty shall be discontinued immediately in the event of negative test results. When testing is ordered, the employee will be removed from duty and placed on leave pending results of the tests.

Section 16.4.2: Laboratory Testing

- A. Where the Village has reasonable suspicion to believe that the employee is under the influence of alcohol, the Village may require that the employee submit to a breath alcohol screening at the police department. If the employee does not consent, he will be sent to the appropriate testing facility.
- B. The Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act and complies with the Department of Health and Human Services standards. The employee will identify all prescription/non-prescription drugs he is taking prior to providing a specimen for the technician. A chain of custody procedure will be followed. As to drug testing, a 10 panel drug screen will be completed by the clinical laboratory or hospital facility. All initial positive drug urine screens will be confirmed through GC/MS (gas chromatography, mass spectroscopy) or an equivalent scientifically accurate test. Alcohol testing shall be by blood alcohol content testing processes.

A sufficient sample shall be collected to allow for initial screening; a confirmatory test; and finally, a sufficient amount to be set aside reserved for later testing if requested by the employee. Testing must include tamper proof containers and must observe proper chain of custody procedures.

Section 16.4.3: Results

The results of the alcohol and/or drug test will be returned to the Village Administrator's Office who will be responsible for causing a copy to be mailed to the residence of each employee tested. The Union President will also be notified of which bargaining unit members completed the test. As to alcohol testing, test results showing an alcohol concentration of .04 or more (based on grams of alcohol per 100 milliliters of blood), shall be considered positive.

Section 16.4.4: Discipline

An employee who violates this policy will be subject to disciplinary action up to and including termination. In the first instance an employee tests positive on an alcohol or drug test, disciplinary action may include mandatory referral to a substance abuse treatment program. Referral to a treatment program shall include the following conditions:

An appropriate treatment program must be determined by a physician agreed to by the Village;
The employee agrees to discontinue the use of illegal drugs and/or the abuse of prescription drugs and alcohol; The employee agrees to submit to random testing for a period of one year from the time the employee first tests positive on a drug or alcohol test.

Employees who do not comply with the conditions of this section or who test positive for a second time shall be subject to discipline, up to and including discharge. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after-care program shall be afforded an unpaid leave of absence upon request for the period of counseling and after-care program, subject to the approval of the Village Administrator. Such approval will not be unreasonably withheld.

Section 16.5: Post-Accident / Injury Drug / Alcohol Testing

- A. Post-Accident: In the event an employee is in an accident that involves any one or more of the following while responding to any incident or while transporting a patient, the employee will be required, and shall submit to, an alcohol and drug test:
 - 1. One or more deaths.
 - 2. An injury to any person (including passengers) requiring medical treatment beyond first aid.
 - 3. The employee was issued a citation for a moving traffic violation.
 - 4. Actual or anticipated total loss of any motor vehicle.
 - 5. Disabling damage to any motor vehicle or equipment requiring tow away.
 - 6. Actual or anticipated property damage in excess of \$10,000.
 - 7. Where a police officer or paramedic at the scene of an accident concludes the employee is impaired by alcohol or drugs.
 - 8. Any motor vehicle accident involving another vehicle or pedestrian occurring while responding to any incident.

- B. Post-Accident Alcohol Testing Procedures:
 - 1. The employee must be readily available for the test or he/she will be deemed to have refused the test.
 - 2. Whenever possible, post-accident testing shall be conducted within two (2) hours of the accident.
 - 3. If testing is not administered within two (2) hours of the accident, the Supervisor must prepare and maintain a record stating all reasons the test was not promptly administered. If testing is not administered within eight (8) hours of the accident, the Supervisor shall cease attempts to administer an alcohol test.
 - 4. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

- C. Post-Accident Drug Testing Procedure:

1. In the instance of a police officer concluding that an employee is impaired by drugs or alcohol and the accident involves the operation of a vehicle by the employee, the employee shall submit to testing as supervised by the police in accordance with the police officer's law enforcement duties.
2. The employee shall be readily available for the test or will be deemed to have refused the test.
3. Post-accident drug testing shall be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Supervisor shall cease attempts to administer a drug test. If testing is not administered within thirty-two (32) hours of the accident, the Supervisor shall prepare and maintain a record stating all reasons the test was not administered as required.

Section 16.5.1 Laboratory Testing

The Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act and complies with the Department of Health and Human Services standards. The employee will identify all prescription/non-prescription drugs he is taking prior to providing a specimen for the technician. A chain of custody procedure will be followed. As to drug testing, a 10 panel drug screen will be completed by the clinical laboratory or hospital facility. All initial positive drug urine screens will be confirmed through GC/MS (gas chromatography, mass spectroscopy) or an equivalent scientifically accurate test. Alcohol testing shall be by blood alcohol content testing processes.

A sufficient sample shall be collected to allow for initial screening; a confirmatory test; and finally, a sufficient amount to be set aside reserved for later testing if requested by the employee. Testing must include tamper proof containers and must observe proper chain of custody procedures.

Section 16.5.2 Results

The results of the alcohol and/or drug test will be returned to the Village Administrator's Office who will be responsible for causing a copy to be mailed to the residence of each employee tested. The Union President will also be notified of which bargaining unit members completed the test. As to alcohol testing, test results showing an alcohol concentration of .01 or more (based on grams of alcohol per 100 milliliters of blood), shall be considered positive.

Section 16.5.3 Discipline

An employee who violates this policy will be subject to disciplinary action up to and including termination. In the first instance an employee tests positive on an alcohol or drug test, disciplinary action may include mandatory referral to a substance abuse treatment program. Referral to a treatment program shall include the following conditions:

1. An appropriate treatment program must be determined by a physician agreed to by the Village;
2. The employee agrees to discontinue the use of illegal drugs and/or the abuse of prescription drugs and alcohol;
3. The employee agrees to submit to random testing for a period of one year from the time the employee first tests positive on a drug or alcohol test.

Employees who do not comply with the conditions of this section or who test positive for a second time shall be subject to discipline, up to and including discharge. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after-care program shall be permitted to take accumulated time off and then shall be afforded an unpaid leave of absence upon request for the period of counseling and after-care program, subject to the approval of the Village Administrator. Such approval will not be unreasonably withheld.

Section 16.6: Voluntary Requests for Assistance

No adverse employment action shall be taken in any manner or form against any employee who voluntarily seeks treatment, counseling, or other support for a drug or alcohol related problem, unless the request follows the questioning of misconduct of an employee or the employee is found impaired on the job. All such requests shall be held strictly confidential and not

released or used in any manner or forum contrary to the employee's interests.

Section 16.7: Records

The Village will maintain confidential medical records relating to any drug or alcohol abuse, diagnosis, and treatment plan in a medical file separate from the regular personnel file. Access will be limited to those who need to know. The Village will not disclose these records to persons outside the Village without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes.

ARTICLE XVII FITNESS AND WELLNESS PROGRAM

Pursuant to Department policy and procedure firefighters shall participate in the Fitness and Wellness Program. The Program was created so that firefighters can develop and maintain an appropriate level of fitness to safely perform their assigned functions and live a healthy life by reducing the probability and severity of injuries and illnesses. The Department Wellness-Fitness Program is designed to be mandatory and non-punitive to enable fire department personnel to develop and maintain an appropriate level of fitness to safely perform their assigned functions and live a healthy life. Medical examinations and physical fitness evaluations will determine levels of health and wellness and will be used to develop recommendations for improving overall fitness, with the program to be based in part on the Standards of NFPA1582. The Village shall conduct or authorize medical examinations which include urine or blood testing for the presence of drugs and/or alcohol pursuant to regularly scheduled medical examinations. Personnel are expected to make a good faith effort to improve his overall fitness by participating in this mandatory program. Nothing in this program shall be deemed inconsistent with the requirement that fire department personnel be physically and mentally fit to perform the essential functions of their job.

ARTICLE XVIII MISCELLANEOUS

Section 18.1: No Solicitation

The Union agrees that none of its employees, agents or members will solicit Village merchants, residents or citizens located within the Village for monetary contributions or donations of any kind on behalf of the Union during the term of this Agreement.

Section 18.2: Precedence of Agreement

If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance, Village Personnel Policies or Fire Department Policies or Rules which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 18.3: Health Insurance

Bargaining unit members are not covered by the Village's health insurance plan(s). However, should the terms of the Federal Patient and Protection and Affordable Care Act (the "Act") require the Village to provide health insurance coverage to one (1) or more bargaining unit members, the Village Eligibility for health insurance will be determined in accordance with the Village's Policy that uses a 12-month look back period in order to identify the average hours worked within the previous 12-months.

If during the previous 12-months a part-time employee averages at least 30 hours per week/130 per month, the employee is eligible for health insurance.

If eligible for insurance, the Village agrees to pay \$1750 per year towards the insurance premium with the employee paying the difference. The Village currently budgets, on average, \$15,600 towards insurance premiums for the remaining full-time employees.

If the part-time employee declines health insurance the Village will pay the employee \$1,750 over the following twelve months in accordance with the Village's Alternative Insurance Incentive Program.

Since the Act only mandates health insurance, part-time firefighters will not be eligible for any other Village insurance programs such as a dental, life, or vision.

ARTICLE XIX SAVINGS CLAUSE

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

ARTICLE XX ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. If a past practice is not addressed in this contract, it may be changed by the Employer as provided in the Management Rights clause. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXI
DURATION AND TERM OF AGREEMENT

Section 21.1: Term of Agreement

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, 2023.

FOR THE EMPLOYER:

FOR SEIU, LOCAL 73:

David Pileski, Mayor

ATTEST: _____
Village Clerk

EXHIBIT I
DUES AUTHORIZATION FORM

Service Employees International Union Local 73

300 S. Ashland * Suite 400 * Chicago, IL 60607*

(312)787-5868

Application for Membership

Print Name _____
 Last Name First Name Middle Initial

Social Security Number _____ Date _____ Date of Birth _____

I hereby request and accept membership in SEIU Local 73, and authorize said Union to represent me and in my behalf, to negotiate and conclude any and all agreements as to wages, hours and other conditions of employment. I understand that it is my responsibility to notify the Union if there is any change in my name, address or employment within 30 days of said change. Failure to do so may result in denial or loss of benefits to which I may otherwise be entitled.

Effective the date indicated above, I hereby request and authorize any employer to deduct from my earnings each month the current amount of initiation fees and dues, as established by the Union. This amount shall be paid to the Secretary-Treasurer of Local 73 as prescribed in the Collective Bargaining Agreement between the two parties.

]

Signature _____ Home Phone _____

Home Address _____ City/State/Zip _____

Employer _____ Work Location _____

Job Title _____ Work Phone _____ Email _____

Circle one: Seasonal Monthly Hourly

EXHIBIT II
SEIU LOCAL 73 COPE CHECKOFF AUTHORIZATION FORM

Employer _____ Date _____

I hereby authorize my employer to deduct from my pay the equivalent sum of (circle one):

\$1.50

\$2.50

Other \$

Every pay period from compensation as your employee and transmit the amount that amount to SEIU Local 73 COPE. This authorization shall remain in full force and effect until revoked in writing by me.

Please Print

Name _____

Social Security # _____

Home Address _____ Apt # _____

City _____ State _____ Zip Code _____

Worksite _____

Home Phone _____

Signature _____

2023 WAGE SCHEDULE – 3% Across the Board

	No Certification	Basic Operations Firefighter & EMT-B	Advanced Firefighter & EMT-B	Basic Operations Firefighter & Paramedic	Advanced Firefighter & Paramedic
Base Rate	\$13.64	\$16.69	\$17.46	\$18.95	\$19.72

2024 WAGE SCHEDULE– 3% Across the Board

	No Certification	Basic Operations Firefighter & EMT-B	Advanced Firefighter & EMT-B	Basic Operations Firefighter & Paramedic	Advanced Firefighter & Paramedic
Base Rate	\$14.05	\$17.19	\$17.98	\$19.52	\$20.31

2025 WAGE SCHEDULE– 3% Across the Board*

	No Certification	Basic Operations Firefighter & EMT-B	Advanced Firefighter & EMT-B	Basic Operations Firefighter & Paramedic	Advanced Firefighter & Paramedic
Base Rate	\$15.00	\$17.71	\$18.52	\$20.10	\$20.92

2026 WAGE SCHEDULE– 3% Across the Board*

	No Certification	Basic Operations Firefighter & EMT-B	Advanced Firefighter & EMT-B	Basic Operations Firefighter & Paramedic	Advanced Firefighter & Paramedic
Base Rate	\$15.00	\$18.24	\$19.08	\$20.71	\$21.55

2027 WAGE SCHEDULE– 3% Across the Board*

	No Certification	Basic Operations Firefighter & EMT-B	Advanced Firefighter & EMT-B	Basic Operations Firefighter & Paramedic	Advanced Firefighter & Paramedic
Base Rate	\$15.35	\$18.78	\$19.65	\$21.33	\$22.20

*3% Across the Board does not apply to “No Certification” category.