

MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees Approve an Agreement Between the Village of Park Forest and Firefighters Association Local 1263 of the International Association of Firefighters, AFL/CIO, CLC
2. MOVED, that the Manager is authorized to purchase street salt for the 2010-2011 season from Morton Salt in an amount of \$133,767.60 for a maximum of 2280 tons of road salt.
3. MOVED, that the Mayor and Board of Trustees appoint Trustee Bonita Dillard as the Trustee Liaison to the Retail Investment Patterns Study being facilitated by the Villages of Park Forest, Olympia Fields, Matteson and Richton Park for a term to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees appoint Shannon Bond as the Economic Development Advisory Group (EDAG) Liaison to the Retail Investment Patterns Study being facilitated by the Villages of Park Forest, Olympia Fields, Matteson and Richton Park for a term to expire December 31, 2011.

MOVED, that the Mayor and Board of Trustees appoint Trustee Bonita Dillard as the Trustee Liaison to the 211th Street Transit Oriented Development Steering Committee for a term to expire May 30, 2012.

MOVED, that the Mayor and Board of Trustees appoint Plan Commission Vice-Chair Doug Price as the Plan Commission's Liaison to the 211th Street Transit Oriented Development Steering Committee for a term to expire May 30, 2012.

7/19/10

AGENDA BRIEFING

DATE: July 15, 2010

TO: Mayor Ostenburg
Board of Trustees

FROM: Denyse Carreras, Director of Personnel
Robert Wilcox, Fire Chief
Bruce Ziegler, Deputy Fire Chief

RE: A Motion to Approve an Agreement Between the Village of Park Forest and Firefighters Association Local 1263 of the International Association of Firefighters, AFL/CIO, CLC

BACKGROUND/DISCUSSION:

The Village of Park Forest and Firefighters Association, Local No. 1263 settled on a new labor agreement this past May. The contract is in effect from July 1, 2010 through June 30, 2013. In summary, non-economic issues include: the transition of several contract appendices being rolled into the contract; clarification about physicals and a schedule of what tests are to be performed. Economic issues include: 2% for each year of the contract with an allowance that if the Police unit negotiate a higher increase in the last year of the Agreement that the Firefighters will be eligible to receive the greater of the two; an increase to the retiree health insurance stipend to \$3,000 effective July 1, 2010; 1 additional Kelly Day (effective July 1, 2011), reducing annual hours of duty from 2,677 to 2,655 in July of 2011.

This item was discussed in detail in an Executive Session with the Board on June 28, 2010. Attached please find a copy of the contract for further detail.

SCHEDULE FOR CONSIDERATION: This item will appear on the Regular Agenda of July 19, 2010 for approval.

**AGREEMENT BETWEEN
THE VILLAGE OF PARK FOREST, ILLINOIS
AND
PARK FOREST FIREFIGHTERS
ASSOCIATION LOCAL 1263,
OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL/CIO, CLC**

July 1, 2010 – June 30, 2013

PREAMBLE

This Agreement is entered into by and between the Village of Park Forest, an Illinois Municipal Corporation (hereinafter referred to as the "Employer" or "Village"), and the Park Forest Firefighters Association, Local No. 1263, of the International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish standards of wages, hours and other terms and conditions of employment, and to provide for the equitable and peaceful adjustments of differences which may arise between the parties.

ARTICLE I **RECOGNITION AND SCOPE**

1.1 RECOGNITION. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time Firefighters, Firefighter/Paramedics, Lieutenants, Lieutenant/Paramedics excluding the Fire Chief, Deputy Chief and Captain, all paid-on-call personnel, all part-time fire department personnel regardless of rank, and all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act. When used herein the terms "employee" or "firefighter" shall mean members of the bargaining unit.

1.2 SCOPE. The parties agree to bargain collectively and negotiate in good faith with respect to rates of pay, wages, hours and other conditions of employment as required by the Illinois Public Labor Relations Act.

1.3 FAIR REPRESENTATION. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent and protect the interests of all employees in the bargaining unit. The Union further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages and attorneys' fees, resulting from any failure on the part of the Union to fulfill its duty of fair representation.

1.4 NO DISCRIMINATION. The Village and the Union will not engage in unlawful discrimination on the basis of an employee's race, creed, color, sex, national origin, religion, age, marital status or handicap. Alleged violations shall be resolved through the Village's personnel policies as adopted by the Board of Trustees by resolution and, if necessary, the appropriate federal or state agency or court. Claims of unlawful discrimination shall not be subject to the grievance procedure.

ARTICLE II **UNION SECURITY**

2.1 DUES CHECKOFF. Upon receipt of a signed authorization from an employee, the regular monthly Union dues will be withheld from the employee's paycheck. Such dues deduction shall be made twice each month in a uniform amount. An appropriate Union officer shall annually certify to the Village the amount of the uniform dues to be deducted. Deductions shall be made from twenty-four (24) paychecks and remitted to the Union. An employee may revoke authorization for dues withholding by submitting a written notice of revocation to the Village with a copy to the Union. Such revocation will not be effective until the end of the month following the month in which it is received.

2.2 FAIR SHARE. Any present employee who is not a member of the Union shall be required to pay a proportionate share (not to exceed the amount of union dues and assessments) of the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours and conditions of employment. All employees hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30th) day following their respective dates of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall be equivalent to the uniform

monthly dues and/or assessment(s) paid by a member to the Union but shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

2.3 PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS. An employee with objections to Fair Share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

- A. **REVIEW STEP ONE:** Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after the receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.
- B. **REVIEW STEP TWO:** Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the Illinois Labor Relations Board, in accordance with the procedures established by that agency. In the event appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Article 10.2.4 of the current labor agreement. In using this procedure, an employee shall operate under the conditions set forth for the Union, and the Union shall operate under the conditions set forth for the Employer. The only exception shall be in the provision for sharing costs of the arbitration process. Under this procedure, the Union shall, from its funds budgeted for contract defense and administration and used in the calculation of proportionate share non-member's payments, pay the full cost of the arbitration and any administrative fees connected with the arbitration process.
- C. **CONSOLIDATION:** If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act on their behalf in presenting all claims in the hearing.
- D. **SEGREGATED FUNDS:** Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause to direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.
- E. **REBATES:** In the event the Union determines or an arbitration award directs a reduction in the proportionate share payments, the Union shall notify the Employer to comply with the said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

2.4 INVOLUNTARY DEDUCTIONS. In the event that an employee fails to voluntarily sign a check off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the Employer by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

2.5 INDEMNIFICATION. The Union agrees and shall indemnify the Village and hold it harmless against any and all claims, demands, justification or other forms of liability that may arise from or be in any way connected with any action taken by the Village for the purpose of complying with the provisions of this Article.

2.6 OBJECTIONS ON RELIGIOUS GROUNDS. The obligation to pay a fair share fee to the Local shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to

the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois Labor Relations Board.

2.7 OBJECTIONS ON OTHER GROUNDS. Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such employee with an objection shall process his objection in accordance with the procedure set forth in Article II.

ARTICLE III **MANAGEMENT RIGHTS**

3.1 GENERAL RETENTION. 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 aspects and to manage and direct its employees including, but not limited to, the rights to determine its mission and policies and to set forth all standards of service offered to the public; the right to plan, direct, control and determine the operation or services to be conducted by the employees; the right to determine the method, means and number of personnel needed to carry out the Village's mission; the right to direct the workforce; the right to hire, assign or transfer employees within the fire department or other fire prevention related functions; the right to promote, suspend, discipline or discharge employees; the right to lay off or relieve employees due to lack of work or for other legitimate reasons; the right to make, publish and enforce rules, regulations, orders and policies; the right to evaluate work performance; the right to introduce new or improved methods, equipment or facilities; the right to contract out for any work, goods or services; the right to schedule and assign work, including overtime. The Village agrees that for the duration of this Agreement it shall take no action to abolish or diminish the statutory authority of the Board of Fire and Police Commissioners.

3.2 AUTHORITY OF COMMISSION. Nothing in this Agreement is intended to replace or diminish the lawful authority of the Fire and Police Commission of the Village. Nothing in this Agreement shall affect or alter the authority of the Board of Fire and Police Commissioners as provided by applicable law, with the given condition:

An employee who is suspended without pay or who is the subject of charges for dismissal may elect to bypass the Commission and proceed to binding arbitration under Step 4 of the grievance procedure as described and under the conditions set forth in Section 10.7, "Discipline Arbitration Option."

3.3 PROBATIONARY PERIOD. The probationary period shall be twelve (12) months provided, however, that this period may be extended to allow for the completion of the training necessary for the employee to obtain State of Illinois certification as a paramedic (EMTP). All employees shall be required to obtain such paramedic certification prior to completion of their probationary period. If an employee's probationary period is extended in order to allow for the completion of the training necessary to obtain state certification as a paramedic, then, upon completion of such training, the Fire Chief shall, conclude the probationary period. Upon completion of the probationary period, seniority shall be retroactive to the date of employment. During the initial twelve (12) months of the probationary period, the probationary employee may be disciplined, discharged or laid off in the sole discretion of the Village.

3.3.1 NEW EMPLOYEE ORIENTATION. Upon request of the Union or the employee, all new employees shall be scheduled to meet with representative(s) of the Union for a period of not less than one hour for the purpose of orienting them to their rights under the contract and as members of the Union.

3.4 NO STRIKE. Neither the Union nor its agents or any employees, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the Village. Neither the Union nor any officer shall refuse to cross any picket line. Nothing contained herein shall limit the right of the Village to obtain

judicial restraint or other relief in the event of a violation of this Section 3.4. Any employee who violates Section 3.4 shall be subject to discipline up to and including discharge.

3.5 NO LOCKOUT. No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

ARTICLE IV SUBCONTRACTING

4.1 SUBCONTRACTING. In the event the Village intends to contract out any of its fire suppression and/or EMS emergency service work currently performed by the employees of this bargaining unit, it shall give the Union notice of such intention at least 45 days in advance of any decision.

ARTICLE V MAINTENANCE OF CONDITIONS

5.1 MAINTENANCE OF CONDITIONS. The following existing conditions shall be maintained during the term of the agreement:

- A. When meal periods are interrupted by emergency calls, they shall be extended to accommodate the interruption.
- B. Each day at least one person on the shift shall be allowed reasonable time to pick up food for the daily meals for members of the shift. The person and vehicle used shall remain in service and subject to call during all such times.
- C. In the absence of a Lieutenant, the employee designated to act for the Lieutenant in charge of the shift shall be:
 - 1) Senior shift member on the current promotion eligibility list with at least five years of seniority.
 - 2) Senior shift member that has completed the approved training objectives with at least ten years of seniority.
 - 3) Senior firefighter with at least ten years of seniority.To be designated as acting Lieutenant, the employee must be scheduled to be on duty (available for calls) for the duration of the Lieutenant's absence during that shift. Effective January 1, 2006, acting officers will be required to be trained to the level of First in Officer (or approved equivalent) and Tactics and Strategy I.
- D. The Union shall be allowed to conduct union meetings in the fire station with the approval of the Fire Chief or Deputy Chief at times which do not interfere with the daily operations of the shift.
- E. During holidays or days when the Village Hall is closed, the daily work schedules of the shift shall follow a holiday routine in accordance with established practice. On all other days during each 24-hour shift, work shall normally be carried out between 8:30 a.m. and 5:00 p.m. Monday through Friday and between 8:30 a.m. and 12:00 noon on Saturdays. Training exercises and activities or activities associated with special Village events designated by the Board of Trustees (e.g., Fourth of July parade, 10-mile run, welcome to French exchange students, etc.) may, from time to time, be scheduled outside of those hours. Except for such training exercises and activities, or activities associated with special Village events, the daily work schedule shall follow the holiday routine between the hours of 5:00 p.m. and 7:00 a.m., provided, however, that special training exercises and activities may be scheduled by the Fire Chief at his or her discretion between the hours of 5:00 p.m. and 10:00 p.m., Monday through Friday, not to exceed one time per quarter per shift.

All other past practices, whether oral or written, express or implied, are superseded and canceled by this Agreement.

5.2 FIRE HOUSE LIVING QUARTERS. The parties mutually recognize that living quarters of the fire station serve as the firefighters' home while on duty. Living quarters are defined as: kitchen, locker rooms, dayroom and sleeping room. As such, these areas are considered private and not open to the general public. The parties recognize that the department exists to serve the citizens of the Village and that tours of the fire station are of interest to citizens, particularly school children, and enhance public awareness of fire safety. Such tours shall be guided by members of the department.

ARTICLE VI **HOURS OF WORK AND OVERTIME**

6.1 NORMAL HOURS OF DUTY. The regular hours of duty (tour of duty) for employees shall be 24 consecutive hours on duty, starting at 7:00 a.m. and ending the following 7:00 a.m. The regular tour of duty shall be followed by 48 consecutive hours off duty. The work schedule shall be reduced by scheduling a Kelly Day (a 24-hour duty day) off every twelfth (12th) duty day (every eleventh [11th] duty day effective July 1, 2011).

6.1.1 NON-TRADITIONAL/ALTERNATE WORK SCHEDULE. Newly hired employees engaged primarily in fire suppression/paramedic duties may be assigned to a 50-hour workweek consisting of five (5) ten (10)-hour shifts, Monday through Friday, commencing at 07:00 hours and ending at 17:00 hours. Alternatively, employees may be assigned to 48-hour workweek consisting of four (4) twelve (12)-hour shifts, Monday through Thursday or Tuesday through Friday, commencing at 06:00 hours and ending at 18:00 hours. Such newly hired employees may remain assigned to either shift schedule and the schedule changed to meet the needs of the Village until such time as the Village assigns them to a 24-hour shift schedule. Once on a 24-hour shift schedule, employees shall not be moved back to a 10 or 12-hour shift schedule unless mutually agreed by both parties. Firefighter/Paramedics assigned to a 50-hour alternative work schedule are eligible to bid into any vacant 24-hour/48-hour shift position based on seniority. A vacancy occurs when an existing employee retires, resigns, or otherwise is terminated, or a new position is authorized.

6.1.2 SHIFT ENHANCEMENT VARIANCE. Notwithstanding the provisions of Article VI, Section 6.1, up to a maximum of three (3) firefighters, beyond 15 employed after July 1, 1991, who are the three least senior employees, shall be assigned to twenty-four (24) consecutive hours on duty starting at 7:00 a.m. and ending the following 7:00 a.m. The regular tour of duty shall be followed by 48 consecutive hours off duty except when the number of personnel available for duty on another shift is less than desirable (e.g., fewer than 5). In such event, and when the situation of a short shift will extend for at least three consecutive shifts, the firefighters may be transferred to the affected shift to enhance the staffing level. Such transfers shall be subject to the following additional conditions:

- A. One Kelly Day shall be scheduled off every twelfth (12th) (effective January 1, 2002) regularly scheduled duty day on the firefighter's regularly assigned shift provided that if the scheduled Kelly Day falls on a non duty day due to a schedule change, the Kelly Day off shall be taken on the next duty day following the Kelly Day missed. Effective July 1, 2011 one Kelly Day shall be scheduled off every eleventh (11th) duty day;
- B. Overtime hours for employees subject to this section shall consist of:
 - 1) All hours worked during the 24-hour period immediately preceding or following the employee's scheduled 24-hour shift; and all hours worked in the periods immediately preceding or following their assigned shift time for 50-hour personnel.
 - 2) All hours actually worked beyond 144 hours in any regular 19-day work period; and all hours actually worked beyond 100 hours in any regular 14-day work period for 50-hour employees.

The parties acknowledge that this variance in scheduling is for the purpose of enhancing existing staffing levels.

6.2 OVERTIME HOURS. An employee working any hours on duty in addition to the regular hours as defined in this Article, Section 6.1 shall be compensated for those overtime hours at the rate of 1½ times the employee's regular straight-time hourly rate. Such overtime will normally occur when:

- A. an employee is held over for work beyond his/her regular shift to cover unexpected or unscheduled staffing shortages; and
- B. an employee is recalled to duty to work any part of a shift which does not continuously precede or follow an employee's regularly scheduled time on duty.

Any call back shall be compensated at a minimum time of two hours, at 1½ times the employee's regular rate.

6.3 FLSA OVERTIME AND WORK PERIOD. The work period for each employee for purposes of the Fair Labor Standards Act (FLSA) is an established regular recurring period of nineteen (19) consecutive days. The normal hours on duty shall be either 144 or 168 in each 19-day work period. The amounts set forth in the salary schedule (Appendix A hereto) represent a fixed annual amount to be received for straight time pay for 144 to 168 hours in a 19-day work period and representing an annual salary for 2,677 hours including regular tours of duty and paid leaves. The regular hourly rate of pay shall be calculated by dividing the employee's annual salary by the employee's annual hours of duty, 2,677. Effective July 1, 2011 annual hours shall be 2,655.

The work period for each 50-hour employee for purposes of the Fair Labor Standards Act (FLSA) is an established regular recurring period of fourteen (14) consecutive days. The normal hours on duty shall be 100-hours in each 14-day work period. The amounts set forth in the salary schedule (Appendix A) represent a fixed annual amount to be received for straight time pay for 100-hours hours in a 14-day work period and representing an annual salary for 2,600 hours including regular tours of duty and paid leaves. The regular hourly rate of pay shall be calculated by dividing the employee's annual salary by the employee's annual hours of duty, 2,600.

6.4 FLSA OVERTIME. An employee shall, in addition to regular compensation, be paid one half (½) times his or her regular straight time hourly rate of pay for all hours of actual work on a regularly scheduled shift in excess of 144 hours of actual work in any regular 19-day work period.

50-hour employees will not be entitled to FLSA overtime when assigned to their regular shift. The employee will be entitled to FLSA overtime should they be assigned to a 24-hour shift for any extended period of time.

6.5 HOLIDAY COMPENSATION. The following twelve holidays are recognized:

Christmas Eve	Day after Thanksgiving
Christmas Day	Memorial Day
New Year's Eve	Labor Day
New Year's Day	Dr. Martin Luther King Jr.'s Birthday
Easter	Fourth of July
Thanksgiving Day	Veterans Day

Employees shall be compensated for the recognized holidays as follows: (1) each employee shall receive twelve (12)-hours pay at their straight time hourly rate for each of the recognized holidays; (2) in addition those firefighters who actually work on any of the recognized holidays shall receive pay for hours worked on those days at 1½ times their regular hourly rate. Employees deemed to work on the holidays are those that work during the shift beginning at 7:00 a.m. on the holiday and ending at 7:00 a.m. the next day.

6.6 TRAINING TIME. All firefighter/paramedics who are required to attend training classes outside their assigned time of duty in order to maintain State of Illinois certification shall be compensated for all such hours at 1½ times the employees' straight time rate. The employee can be offered, and accept, time off in lieu of overtime at the employee's discretion.

6.7 SHIFT EXCHANGE. Employees shall have the right to voluntarily exchange work shifts subject to the approval of the Fire Chief or Officer in charge. Requests to exchange shifts should be made as soon as reasonably possible. Upon notification, the request for shift exchange shall be granted unless at

the time of the request to do so it would create an overtime callback situation for the shifts affected by the exchange. Shift exchanges shall not result in any change of pay and each employee shall be paid as if he/she had worked his/her normal work schedule. Kelly Days may be traded within a shift in accordance with the above procedures. Any shift exchanges may be voided if one of the members involved is off on an extended injury or illness that will cause unnecessary scheduled overtime.

6.8 REQUIRED OVERTIME. The Fire Chief or designee shall have the right to require overtime work. Assignment of overtime shall be in accordance with existing department procedure. As agreed on by the parties, each respective shift will coordinate the distribution of shift or incidental overtime within their respective shift. Each process should be in writing and fully explained to all current and future shift members. With respect to the 50-hour assignment, overtime will be handled in the following manner:

- A. This member will not appear on any required overtime list as it relates to 24-hour shift coverage.
- B. This member may be offered shift overtime, when they are available to accept such overtime, at any time by any shift, to be accepted on a purely voluntary basis.
- C. This member will be the first member offered any incidental overtime that immediately follows his regularly scheduled duty time. This overtime is not mandatory, but can be accepted on a voluntary basis.
- D. This member is to be offered other incidental overtime, when they are available to accept said overtime, after it has been passed on by shift members and before it is offered to members of other shifts.

6.9 NO PYRAMIDING. Compensation in any form shall not be paid more than once for the same hours of work.

ARTICLE VII **WAGE RATE**

7.1 WAGE RATE. Employees shall be compensated in accordance with the schedule/plan set forth in Appendix A.

7.2 TUITION REIMBURSEMENT. Beginning July 1, 2001, the Village will reimburse employees for the actual cost of tuition and books for college courses, approved in advance by the Fire Chief or designee, leading to an Associate's or Bachelor's degree in fire science, up to a maximum of 130 credit hours. Reimbursement will be made only for course work for which the employee receives a grade of C or better and only for courses taken at a State of Illinois institution. The Fire Chief retains the right to approve reimbursement for all courses pending availability of funds and to limit the number of courses reimbursed to any employee to no less than one per academic semester. Approval will not be needlessly withheld and all reasoning will be documented in writing. To make more funds available for all, it is requested that all employees seeking college course reimbursement also apply for granting funding (e.g. Illinois Fire Chief's Scholarship) when enrolling for a course.

7.3 PROTECTIVE GEAR AND UNIFORM ALLOWANCE. All protective clothing and protective devices (as defined by current practice) required of employees in the performance of their duties shall be furnished without cost to the employee. On July 1 of each year, employees shall receive a \$500.00 uniform allowance credit for reimbursable uniform expenses. An internal account will be established to track each employee's uniform expenses. Approved purchases made by the employee will be reimbursed upon request with the submittal of a valid, dated receipt or check. When items are purchased through a vendor where a Village account has been established, items will be paid through Accounts Payable and the appropriate amount will be deducted from each employee's internal account bank. Any remaining balances as of May 30 of each year, will result in a taxable payment rendered to the employee through payroll.

7.4 ACTING OUT OF CLASSIFICATION. An employee who is required to perform the duties of a Lieutenant, as long as the Lieutenant is not able to respond to emergency calls during his

absence, for more than four hours, will receive additional compensation, in addition to regular rate of pay as follows:

less than four (4) hours:	zero (0) hours
four (4) to six (6) hours:	three (3) hours additional pay
over six (6) hours:	six (6) hours additional pay

In the event that an unforeseen emergency/sickness interrupts the work schedule of the acting Lieutenant, the next available eligible person will be compensated according to the above pay schedule.

7.5 PARAMEDIC BONUS. A firefighter certified as a paramedic (EMTP) will receive additional compensation per wage schedule, calculated onto the employee's base hourly rate. This additional compensation will continue so long as the employee retains State of Illinois certification and performs such paramedic duties as are assigned by the department.

7.6 PARAMEDIC SENIORITY OPTION. All employees who obtain paramedic certification shall, as a condition of continued employment, retain such certification provided, however, that after 10 years of continuous service with paramedic certification, an employee may make application to the Fire Chief for permission to drop his/her certification. The Fire Chief may, in his discretion, grant such permission so long as in his judgment there will be no adverse effect upon the ability of the department to adequately and efficiently provide service to the community. Such discretion shall be exercised in a consistent manner but always on a case-by-case basis, in accordance with the judgment of the Fire Chief that to allow the employee to drop his/her certification will not adversely affect the Department's ability to adequately and efficiently staff the ambulance(s) and to the extent that the Village determines to be necessary.

7.7 PARAMEDIC SENIORITY REDUCTION. It is the goal of both parties to provide advance life support services to the citizens it serves. Both parties recognize the extreme benefits and the greater possibility to save lives of the patients they treat by providing advance life support. To that end the parties agree to provide a reduction in assigned ride time to the paramedics providing these services on the first response ambulance. The following schedule will be based on the seniority within each shift with the following conditions:

- 1) The lieutenant shall be scheduled to ride zero (0) shifts per year
- 2) The senior firefighter/paramedic shall ride twelve (12) shifts per year.
- 3) The second senior firefighter/paramedic shall ride twelve (12) shifts per year.
- 4) The third senior firefighter/paramedic shall ride thirty-six (36) shifts per year
- 5) The fourth senior firefighter/paramedic shall ride thirty-six (36) shifts per year
- 6) The fifth senior firefighter/paramedic shall ride sixty (60) shifts per year
- 7) The sixth senior firefighter/paramedic shall ride eighty-four (84) shifts per year
- 8) Any anomalies within this system will be absorbed and scheduled by the shift.
- 9) In the event there is a shift staffing reduction for any reason, any assigned ride times for that shift will be divided equally among all shift paramedics.
- 10) This change in ride-scheduling will remain cost neutral to the Village. Any additional continuing education hours required due to reduced ride scheduling will either be accomplished when sufficient staffing allows it to occur on duty, or on the paramedics own time without overtime compensation.

It is the responsibility of each shift to formulate a schedule to cover the assigned shifts on the ambulance rotation. The village will strive to continue the balance of seniority already established within each shift. At such time the village decides to increase the EMS services that are provided the parties shall meet to review this procedure and make necessary changes.

7.8 HIRE BACK DUTIES/COMPENSATION.

Fire Prevention Inspector

The duties of the Fire Prevention Inspector shall continue to be assigned to the Fire Lieutenant currently assigned to perform such duties, subject to satisfactory performance

and budget approval. In order to meet established Bureau goals or to address needs of a special project a substitute hire-back Inspector may be assigned. This substitute shall be selected from those employees who have expressed an interest in prevention or public education activities. Such work shall be performed on scheduled-off days consistent with current practice. The weekly hours may range from 10-20 hours, but shall not exceed an annual average of 12 hours per week, unless additional hours are expressly approved by the Fire Chief. The hourly rate for the work performed by the Fire Prevention Inspector shall be \$11.91/hour

Fire Mechanic

The duties of the Fire Department Mechanic shall continue to be assigned to the Firefighter currently assigned to perform such duties, subject to satisfactory performance and budget approval. Such work shall be performed on scheduled-off days consistent with current practice. The weekly hours may range from 10-20 hours, but shall not exceed an annual average of 12 hours per week, unless additional hours are expressly approved by the Fire Chief. The hourly rate for the work performed by the Fire Mechanic shall be \$14.01/hour.

7.9 DEFERRED COMPENSATION. Employees shall be eligible to participate in the Village's deferred compensation plan. Contributions are made solely by the employee through the payroll system.

ARTICLE VIII
VACATION AND LEAVES

8.1 VACATION. Vacations are computed in shifts worked (24 hours is 1 shift), and for 50-hour shift employees (10 hours is 1 shift).

- A. 24-hour shift employees with less than five (5) years of service (as of July 1) are entitled to five (5) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to ten (10) working shifts off per calendar year.
- B. 24-hour shift employees with five (5) years or more of service (as of July 1) are entitled to eight (8) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to sixteen (16) working shifts per calendar year.
- C. 24-hour shift employees with ten (10) years or more of service (as of July 1) are entitled to nine (9) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to twenty (20) working shifts off during a calendar year.
- D. 24-hour shift employees with fifteen (15) years or more of service (as of July 1) are entitled to eleven (11) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to twenty-five (25) working shifts off during a calendar year.
- E. 24-hour shift employees with twenty (20) years or more of service (as of July 1) are entitled to fourteen (14) working shifts of vacation during the calendar year, 50-hour shift employees are entitled to thirty (30) working shifts off during a calendar year
- F. Employees who reach twenty-five (25) years of continuous service with the fire department will receive one additional week of vacation as a bonus in their twenty-fifth year of service (one time vacation bonus) as per Village policy. 24-hour shift employees are entitled to three (3) additional days of vacation after completing their twenty-fifth (25) year, and 50-hour shift employees are entitled to five (5) additional shifts off after completing their twenty-fifth (25) year.
- G. Employees who reach thirty (30) years of continuous service with the fire department will receive one additional week of vacation as a bonus in their thirtieth year of service (one time vacation bonus) as per Village policy. 24-hour shift employees are entitled to three (3) additional days of vacation after completing their thirtieth (30) year, and 50-hour shift employees are entitled to five (5) additional shifts off after completing their thirtieth (30) year.

8.1.1 SCHEDULING. Employees may select vacation time off on the basis of seniority within their shift using the method currently used. Only one member per shift will be allowed away from work on vacation at any one time. In the event of an emergency (e.g., major fire, riot, natural disaster or like events), the Village retains the right to cancel scheduled vacation and require the employee to work or report to duty. Vacation shall be taken at a rate of not less than one duty day.

All vacation time for 50-hour shift employees shall be scheduled with the approval of the Fire Chief a minimum of one (1) week prior to vacation unless shorter notice is authorized by the Fire Chief. Recognized paid holidays falling within a scheduled vacation leave shall not be charged against accrued vacation time earned for 50-hour shift employees, but instead will be charged as holiday leave.

8.1.2 ACCRUAL. Vacation time/time off must be used within the year during which it is earned, however employees shall be allowed to accumulate up to one hundred twenty (120) hours (5 duty days) of vacation time. Vacation time/time off shall be earned as per the Village's Personnel Policy Manual. No employee shall be eligible to receive any benefits under this Article if the employee quits or resigns from employment without giving at least two (2) weeks' notice in writing of intent to resign. Employees separated from service other than dismissal for cause shall be compensated for accumulated unused vacation time at their regular rate of pay at the time of separation.

8.2 SICK LEAVE/PERSONAL DAYS. It is understood by the parties that sick leave is provided for personal illness or serious illness or death in the immediate family such that the employee cannot work without risk to his/her health or risk to the proper care of an immediate family member. The parties agree that any abuse of sick leave is a serious offense, and the Union agrees to cooperate in the elimination of any such abuse. Any abuse of sick leave shall subject the employee to appropriate discipline. Employees shall earn the equivalent of 12 hours of sick leave for each month of service, accrued on a pay period by pay period basis. Employees assigned to 50-hour shifts shall earn sick leave at a rate of one work day per month. Each calendar year, 72 hours (for 24-hour employees), and 30 hours (for 50-hour employees) of earned sick time may be used as personal time.

Each calendar year, 72 hours of earned sick time may be used as personal time. All shift members may select personal days as needed. Only one member per shift may be off on personal leave at any one time. In the event of an emergency (e.g., major fire, riot, natural disaster or like events), the Village retains the right to cancel scheduled personal days and require the employee to work or report to duty. Personal days shall be taken at a rate of not less than or more than one duty day at any time except under extreme circumstances with prior approval by the Fire Chief or his designee. If an employee does not use his/her personal time within the calendar year, it will be accrued as sick time at the end of the year and allowed to be carried over to the subsequent year(s).

Sick leave/personal days cannot be taken until earned. Sick leave/personal days may be earned while an employee is on vacation or paid leave of absence, provided, however, that no leave may be earned while an employee is absent on paid sick leave or any other leave (except vacation/time off in lieu of holidays), for a period in excess of 30 days. Unused earned sick leave shall accumulate without limitation. Notification of absence due to personal illness or illness in the immediate family shall be given as soon as possible in accordance with procedures in effect at the time of the execution of this Agreement. Failure to properly report an illness shall be considered absence without valid cause.

Notification of absence due to sickness shall be given to an individual designated by the Fire Chief (normally the Lieutenant on duty) as soon as possible on the first day of such absence and everyday thereafter (unless this requirement is waived by the Fire Chief in writing), but no later than one-half (1/2) hour before the start of the employee's assigned work shift unless it is shown that due to circumstances beyond the control of the employee such notification is/was impossible. This notification will be forwarded to the Fire Chief noting the time of the call, and whether it is an employee illness and/or a family member illness requiring the sick leave. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline, as well. In the event a female firefighter becomes pregnant, she shall give immediate notice to the Fire Chief, along with a Physician's Notice outlining any work restrictions.

Fire Lieutenants will receive one additional personal day per calendar year, which may not be accrued beyond the calendar year in which it is earned.

8.2.1 DOCTOR'S CERTIFICATE. The Village may require a physician's certificate as a basis for pay during leave after an absence of 2 consecutive duty days for personal illness, or as it may deem necessary in other cases where reasonable cause warrants.

8.2.2 MEDICAL EXAMINATION. The Village will provide a medical examination from a designated provider to employees biannually who are under 45 years of age, and annually for those employees 45 and above. If the designated provider will be altered, the new provider will be selected by the Joint Health Insurance Committee as identified in section 11.1.3 of this contract.

The medical examination will include the following tests:

- Medical history and general physical examination; including urine dip.
- Audiogram
- Chemistry Profile
- Urine Drug Screen
- Spirometry Screen
- Chest X-ray (at initial screening; thereafter as medically warranted)
- 12-lead Electrocardiogram (at initial screening; then again at age 40 and annually after age 45)
- Treadmill Stress Test (at initial screening, then again at ages 40, 45 and 50, every 3-5 years past age 51 and as medically warranted)

When the Village has reasonable cause to believe an employee is not fit to perform the duties of his/her position the Village may reasonably require an employee to submit to an examination by a physician or other appropriate medical professional chosen by the Village; if the Village requires an employee to submit to an examination by a physician or other medical professional designated by the Village, the Village will pay any out-of-pocket medical expenses to the extent they are not covered by insurance. If there is a conflict between the employer's physician and the employee's physician, the employee shall be examined by a third physician jointly agreed upon by the parties whose opinion shall be final. The physician shall be Board certified in the specialty relating to the condition affecting the employee's ability to work.

8.2.3 IMMEDIATE FAMILY. For purposes of this provision "immediate family member" is defined as the employee's spouse, child, foster-child, step-child, father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law or any other relative for whom the employee is designated as the primary caregiver.

8.3 SUBSTANCE ABUSE. The parties recognize the importance of an alcohol-and drug-free workplace. Accordingly, a drug/alcohol policy is included in this Agreement.

8.3.1 RATIONALE. Whereas to effectively enforce the laws of the Village and the State of Illinois; to ensure the confidence of fellow Firefighters and the public; and, to better avoid accidents and injuries, the Village of Park Forest and the Park Forest Firefighters recognize the importance of a drug and alcohol free workplace.

8.3.2 POLICY.

- A. **ALCOHOL:** Alcoholic beverages are not illegal. However, no alcohol may be consumed at the workplace and no employee shall be under the influence of alcohol while on duty. Any on-the-job abuse of alcohol will not be tolerated. Reasonable suspicion of on-the-job alcohol abuse, articulable by a supervisor will serve as a basis for an ordered alcohol test. If it is determined an employee has consumed alcohol while on duty or is under the influence of alcohol while on duty the Firefighter shall be subject to appropriate discipline. Any Firefighter who believes he/she may have an alcohol problem is encouraged to voluntarily seek assistance. If it is determined an employee may have an alcohol problem, the Village will encourage the employee to seek help and it will provide information on available assistance program(s).

If an employee is diagnosed as having an alcohol problem he or she will be allowed to enter a treatment program available through his or her medical insurance plan. The employee will be allowed the use of accumulated sick or other leave time for confidential treatment. The Village will not take adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol related problem provided the employee participates in the treatment program recommended by the physician involved and discontinues his/her abuse of alcohol.

- B. **PRESCRIBED DRUGS:** Drugs prescribed by a physician for use by an employee are exempt from sanctions provided the prescription is used as intended. An employee shall notify his/her supervisor of all medication prescribed that may affect an employee's ability to perform his/her duties. If the medication prohibits the use of machinery, an employee may not drive a vehicle. Employment sanctions will not be enforced against any Firefighter testing positive for using prescribed drugs provided the prescription is used as intended. Any abuse of prescribed drugs lawfully obtained shall be handled in the same manner as alcohol abuse.
- C. **NON-PRESCRIBED DRUGS:** Possessing, using, selling, purchasing or delivering any illegal drug at any time or under any circumstances is prohibited. The mere possession of non-prescribed drugs is illegal and therefore viewed in a different light than alcohol or lawfully obtained prescribed drugs unless in accordance with duty requirements.

8.3.3 MANDATORY DRUG TESTS. Each Firefighter will be given a drug test during the annual/biannual physical exam given by the Fire Department. All mandatory drug tests will be paid for by the Village. Reasonable suspicion of on-the-job drug use or impairment, articulable by a supervisor, will also be a basis for a drug test.

- A. **ALCOHOL TESTING PROCEDURES:** Alcohol in the system is found through breath test instruments. These are simple, non-invasive devices that generate an immediate result. Other methods of testing for alcohol are the blood test and the urine sample test. The blood test is the most invasive and least desirable. Urine sample testing can be performed in a medical environment which recognizes the importance of privacy. Medical professionals generally presume that a blood-alcohol level of 0.05% may produce symptoms of lowered alertness and impaired judgment. Test results showing 0.05% or more shall be considered positive. Testing shall be administered only by a certified breathalyzer technician employed by a public law enforcement agency or a clinical laboratory or hospital facility which is certified by the State of Illinois to perform alcohol testing.
- B. **DRUG TESTING PROCEDURES:** Drug testing is most generally accomplished through the use of urine sample testing. Because of the effect that a positive result will have on the career and reputation of the tested employee, every reasonable precaution will be taken to insure there is no reasonable doubt about the results. Toward this goal, two (2) samples and multi-phasic tests will be incorporated in the established drug testing procedures.
 - 1) Use of Independent Laboratories. Laboratories used shall be certified by the National Institute on Drug Abuse (NIDA).
 - 2) Testing. Tests will be used in ascending order. The EMIT (M50) test (an enzyme immunoassay technique) will be conducted first. This is the most inexpensive of tests. EMIT (M50) will only indicate positive or negative results. If this test is negative, further testing is terminated. If the EMIT (M50) test shows positive, it will be confirmed by a GC/MS (Gas Chromatography/Mass Spectrometry) method. Notifications by the laboratories will be made only to the Personnel Officer (Assistant to the Village Manager) if the sample is confirmed positive by both the initial and Gas Chromatography/Mass Spectrometry test. Notification to the Personnel Officer will be followed by a written report. The involved employee will be placed on leave by the Fire

Chief pending disciplinary action, upon notification of a positive result of the GC/MS Test.

No action will be taken, nor will the affected employee be notified of any positive showing of the EMIT (M50) when the testing is part of the annual or biannual physical. When the testing is ordered due to reasonable suspicion or on-the-job drug use or impairment, no adverse employment action except temporary reassignment or relief of duty may result until the testing procedures are complete.

This testing will be performed in such a manner as to preserve an employee's right to privacy while insuring a high degree of security for the sample. The procedures of the laboratory or facility testing the sample shall be followed and a chain of custody for the sample from collection through testing shall be established.

8.3.4 DISCIPLINE PROCEDURES - DRUG SCREEN.

A. If a Firefighter has a confirmed positive test as a result of the annual/biannual physical examination, the firefighter or paramedic will be placed on unpaid leave. The employee shall be afforded the opportunity at his/her expense to voluntarily seek treatment, counseling or other support.

If the Firefighter chooses such treatment he/she will be assigned appropriate duty with pay as determined by the Fire Chief. The employee must agree to participate and complete the treatment program as determined by the involved physician(s); discontinue use of illegal drugs; and agree to submit to random testing during hours of work for a period of twelve (12) months. If the Firefighter refuses to agree to the foregoing, the Fire Chief may institute appropriate disciplinary procedures.

B. If a Firefighter has a confirmed positive test as the result of ordered testing due to reasonable suspicion of drug abuse, the Fire Chief may immediately institute disciplinary proceedings or, alternatively, the Fire Chief, in consultation with the Village Manager, may allow the Firefighter at his/her expense to voluntarily enter an appropriate treatment program. If this alternative is allowed the employee shall, after exhausting all available leave, be given a leave of absence without pay to complete the treatment program. Upon completion the employee may return to such duties as are assigned by the Fire Chief provided the employee has discontinued his/her use of illegal drugs; the involved physician certifies the employee has completed the treatment program and is drug free; the employee agrees to continue in any physician recommended after care program; and, the employee agrees to submit to random testing during work hours for a period of twelve (12) months.

C. Any Firefighter who fails to submit to a drug alcohol test as requested will be given a "Notice to submit to a drug/alcohol test" form by his/her supervisor, which, in writing, outlines the possible disciplinary action that can be taken for any refusal to submit.

If the Firefighter still refuses to submit to a requested drug or alcohol test, he/she will be placed immediately on paid administrative leave pending disciplinary action by the Fire Chief.

8.4 BEREAVEMENT LEAVE. Employees shall receive one (1) duty day off without loss of pay in the event of death in the immediate family. For purposes of this provision "immediate family member" is defined as the employee's father, mother, sister, brother, child, foster-child, step-child, spouse, grandparent, grandchild, mother/father-in-law, son/daughter-in-law and brother/sister-in-law or any other relative for whom the employee is designated as the primary caregiver. The Fire Chief may grant one (1) additional duty day off with pay when requested by the employee.

8.5 MATERNITY LEAVE. An employee may utilize available sick leave for those days that the employee is actually unable to work due to pregnancy or any pregnancy-related disability. Alternatively, an employee may request a leave of absence without pay for those days that the employee is actually unable to work due to pregnancy or any pregnancy related disability and thereby retain accumulated unused sick leave. In any case, sufficient unpaid leave of absence shall be granted to cover the period when the employee is actually unable to work due to pregnancy or any pregnancy related

disability. An employee who becomes pregnant shall inform the Fire Chief of the pregnancy and the dates of expected leave time. The employee may be required to obtain a doctor's certificate to ensure that continued work or return to work will not cause a hazard to the employee's health.

8.6 WORK-RELATED INJURY. In the event that an employee is unable to work due to an in-line-of-duty injury, the Village shall grant a leave of absence not to exceed twelve (12) months. During this time the employee shall continue to accrue seniority.

To qualify for such leave, the employee must report the work injury immediately following the accident, or immediately upon realization of the injury, and thereafter furnish the Village a written statement showing the nature of the injury and the estimated length of time the employee will be unable to work. Additional medical reports will be provided upon each return visit to the employee's doctor.

The employee on such leave will receive full salary and return all workers compensation insurance payments to the Village. There shall be no deduction from sick leave, or vacation leave, while the employee remains on the paid leave.

Sick leave shall not be accrued by the employee who is on work-related injury leave for a period of ninety (90) days or more. Vacation leave shall not continue to accrue for an employee who is on work-related injury leave for in excess of one year

8.7 LIGHT DUTY. The Fire Chief, in his/her discretion, may assign an employee to light duty who is unable to perform full duty responsibilities because he has suffered a job related or non-job related illness, injury or disability provided such light duty work is available and who has been released for light duty by his physician and by a physician designated by the Village and where the Village determines there is a reasonable expectation the employee will be able to return to full duty within six (6) months. In the event the Village's physician concludes an employee is capable of performing a specific light duty assignment and the employee's physician disagrees, a third physician shall be selected by mutual agreement of the employee's and Village's physicians to resolve the conflict before ordering an employee to start a light duty assignment. The employee's working hours and duties will be established by the Fire Chief, consistent with any limitations on the release for light duty specified in writing by the physicians for the employee or Village. The Fire Chief shall accommodate individuals so that light duty assignments do not create a hardship due to childcare, once provided with notice of such hardship. When work exists within the Department that is consistent with the employee's release they shall be so assigned. In cases where there is either no work or work inconsistent with the employee's release, the Fire Chief shall have the right to assign light duty in another Village Department, provided it shall not take away work from another collective bargaining unity. The Fire Chief reserves the right to terminate a light duty assignment (if the employee is fit to return to such assignment as determined by a physician designated by the Village) or to a leave of absence.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee, or to provide light duty work when such assignments may not be available. In as such, light duty will not be unreasonably withheld from any member capable of such an assignment and/or requesting such an assignment. However, once the Department receives notification from a pregnant employee's physician that her work restrictions no longer permit her to perform her full duty responsibilities; she will be provided the opportunity to have a light duty assignment. Employees will only be assigned to light duty assignments when the Village, in its discretion, determines the need exists and only as long as such need exists.

ARTICLE IX **SENIORITY/LAYOFF AND RECALL**

9.1 SENIORITY. Seniority means an employee's length of continuous service with the Fire Department since the employee's last date of hire. If more than one person is hired on the same day, they shall be placed on the seniority list according to their rank on the eligibility list from which they were hired.

9.2 LAYOFF. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that the force of the Fire Department is to be reduced, and employees covered by this Agreement are involved, such employees shall be laid off according to their seniority in accordance with the provisions of Ill. Rev. Stat. Ch. 24 Section 10-2.1-18.

9.3 RECALL. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. Written notice of any recall shall be given to eligible employees by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the responsibility of the employee to provide the Fire Chief with his or her latest mailing address. The employee must give written notice of intent to return to work within ten (10) days of the mailing of the recall notice. The failure of an employee to respond in a timely manner to a recall notice shall cause his/her name to be removed from the recall list. Paramedics who, as a condition of continued employment, are required to maintain paramedic certification, and who are laid off, shall maintain their paramedic certification during their layoff in order to be eligible for recall. The Village will allow laid-off employees, who desire to maintain their state paramedic certification, to perform ambulance duty (on a voluntary basis without pay or other benefits) for the requisite number of field hours necessary to maintain their state paramedic certification. This ambulance duty will be scheduled at times mutually agreeable to the laid-off employee and the Fire Chief.

9.4 SENIORITY LIST. The Village shall maintain a current seniority list. This list shall be made available to the Union within 30 days and by January 15 of each successive year after the execution of this Agreement. Any alleged error in the list must be brought to the attention of the Fire Chief within 30 days after the list has been made available to the Union.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 DEFINITION OF GRIEVANCE. A "grievance" is defined as a dispute between an employee or any group of employees and the Village involving an alleged violation or misinterpretation of an express term(s) of this Agreement, it being expressly understood that any dispute or disagreement concerning a matter or issue subject to the jurisdiction of the Park Forest Board of Fire and Police Commissioners shall not be a grievance under this Agreement.

10.2 GRIEVANCE PROCEDURE. All time limits consist of business days (Monday through Friday excluding holidays). Recognizing that grievances should be raised and settled promptly, a grievance must be submitted within ten (10) days after the employee knows or, through the use of reasonable diligence, should have known of the occurrence of the event giving rise to the grievance. The parties hereto acknowledge that it is usually best for an employee and the employee's immediate supervisor to resolve problems through informal verbal discussion. An attempt shall, therefore, be made to resolve any problem informally by discussion between those involved. If a grievance cannot be resolved informally, it shall be processed in the following manner:

10.2.1 STEP ONE. An employee who has a grievance must submit the grievance in writing to the Deputy Chief within (10) days of the occurrence of the event giving rise to the grievance. The grievance shall state the specific provision(s) of this Agreement allegedly violated or misinterpreted, contain a summary statement of the facts giving rise to the grievance, and the relief requested. Additional contract provisions alleged to have been violated may be cited prior to submission of the grievance to the Village Manager. The Deputy Chief shall provide a written response to the grievance within five (5) days of his receipt of the written grievance.

10.2.2 STEP TWO. If the grievance is not resolved at Step One, the grievant may submit the written grievance to the Fire Chief within ten (10) days of receipt of the Step One decision. The Fire Chief shall attempt to resolve the grievance and shall provide the grievant with a written response within ten (10) days of his receipt of the grievance.

10.2.3 STEP THREE. If the grievance is not resolved at Step Two, the grievant may, within ten (10) days of his receipt of the Step Two decision, submit the grievance to the Village Manager. The Manager, or her/his designee, shall investigate the grievance and shall schedule a meeting with the employee within ten (10) days of his receipt of the grievance. At this meeting the Manager and any other persons desired by the Manager shall discuss the grievance with the grievant and any Union or other representatives requested by the grievant. The Manager will provide the grievant with a written decision within ten (10) days of the meeting.

10.2.4 STEP FOUR. If the grievance is not settled at Step Three, the Union or the grievant with the approval of the Union may refer the grievance to arbitration within ten (10) days of the date of the Village Manager's decision. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral. In the event the parties cannot agree upon an arbitrator, they shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators who are members of the National Academy of Arbitrators residing in Illinois. The parties shall each have the right to strike three (3) names from the list. The parties by toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one name. The process shall be repeated until one name remains. The arbitrator shall have no right to either amend or recommend amendments, modifications or nullification's of any provisions of the contract. Moreover, she/he shall have no power to ignore, add to or subtract from provisions of the agreement. She/he shall consider and make a decision only with respect to the specific issue or issues submitted and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit in writing his/her decision within 30 calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later, unless the parties have agreed to a written extension thereof. The decision of the arbitrator shall be based solely upon his/her interpretation of the meaning or obligation of the express terms of this agreement as applied to the facts presented. A decision rendered consistent with the terms of this Agreement shall be binding.

10.2.5 FEES AND EXPENSES OF ARBITRATION. The fee of the arbitrator shall be divided equally by the parties. All other expenses including compensation or witnesses or representatives shall be borne by the party incurring them.

10.3 BYPASSING STEPS. Any step of the grievance procedure may be bypassed and the grievance brought directly to the next step only upon the mutual written agreement of parties.

10.4 UNION REPRESENTATION. Commencing at Step Two, the grievant may have a union representative at meetings/hearings conducted under this Article, and the union representative shall, with prior approval of the Fire Chief, when necessary, be given reasonable time while on duty to attend such meetings/hearings. With the approval of the officer in charge, such meetings/hearings may be scheduled at times which do not interfere with the daily operations of the department.

10.5 EXTENDING TIME LIMITS. The time limits set forth in the grievance procedure may be extended only upon the mutual written agreement of the parties.

10.6 UNION STEWARDS. Employees selected by the Union to act as union representatives shall be known as "Stewards." The names of the employees selected as Stewards shall be certified in writing to the Employer by the Union.

10.7 DISCIPLINE ARBITRATION OPTION. In the case of a suspension without pay when no charges for dismissal are pending, or in the event that charges for dismissal have been served upon an employee, the employee shall have three (3) calendar days from the date of the suspension or from the date of receipt of the charges for dismissal to make an election as to whether to proceed before the Board of Fire and Police Commissioners or before an arbitrator. The election to proceed before an arbitrator must be made in writing and submitted to the Village Manager within three (3) calendar days. The failure of an employee to so submit a written election to proceed before an arbitrator shall be deemed an election to proceed before the Commission. If an employee elects to proceed before an arbitrator in the case of a suspension without pay when no charges for dismissal are pending, the issue presented to the arbitrator shall be whether the suspension was for just cause. If an employee elects to proceed before an arbitrator when charges for dismissal are pending, the employee may be suspended without pay pending the decision of the arbitrator. If

the arbitrator determines that the employee shall not be discharged, then the employee shall be made whole for all wages withheld due to the suspension, or the arbitrator may impose a suspension without pay for such period as she/he determines appropriate to the nature of the offense(s) established at the arbitration hearing. If the arbitrator finds just cause for discharge, the discharge shall be implemented immediately and the employee shall be bound by the arbitrator's decision and shall not have any further right to contest the charges or the discharge before the Commission. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act. If an employee elects to proceed to arbitration under this Section 10.7, then it is agreed that the party who loses the arbitration shall pay all expenses of the arbitrator. All other expenses including compensation for witnesses or representatives shall be borne by the party incurring them.

10.8 MISCELLANEOUS. Whereas, the Lieutenants are part of the collective bargaining unit, as members of the Union, said Lieutenants will not be able to establish a "Past Practice" on behalf of the Village, nor will they be able give rise to a grievance from other Union members as a result of their actions or inactions in the course of their duties. No member of the bargaining unit shall have the authority to settle or respond to a grievance being processed in accordance with the grievance procedure set forth in Article X. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE XI **INSURANCE**

11.1 MEDICAL INSURANCE. The Village will provide basic medical and hospitalization coverage under a plan(s) or program(s) selected by the Village which are available to other Village employees in accordance with the committee process described below. The Village shall contribute toward the cost of premiums for such insurance for employees who elect either single or dependent coverage at an 80/20 Village/employee split for the existing, or comparable, HMO plan in effect at the time of this agreement.

11.1.2 RETIREE HEALTH INSURANCE. All employees who retire and have contributed a minimum of 20 years of service to the Park Forest Fire Department shall be entitled to an annual cash stipend for any 10 consecutive year period the employee chooses between the age of his/her retirement and age 65 based on the following schedule:

- Retirement date between July 1, 2001 and June 30, 2007 - \$1,200
- Retirement date between July 1, 2007 and June 30, 2008 - \$2,000
- Retirement date between July 1, 2008 and June 30, 2010 - \$2,500
- Retirement date between July 1, 2010 and June 30, 2013 - \$3,000

This stipend shall be applied to pay the retired employee's health insurance premium within the Village's existing health insurance plan or toward an alternate insurance policy. Employees wishing to use an alternate health insurance plan shall provide the Village with verification of the alternate health insurance liability coverage by December 1st of each year to continue receiving the stipend in the following year. The stipend amounts shall be paid by the Village directly to the applicable health insurance carrier and shall not be treated as income to the employee for tax purposes unless such treatment should be required under the provisions of the Internal Revenue Code.

11.1.3 JOINT HEALTH INSURANCE COMMITTEE. A joint health insurance committee shall be formed comprised of the following persons who accept invitations to participate:

- 1) A representative of IAFF, Local 1263;
- 2) One member of the FOP Council;
- 3) Designee of the Village Manager;
- 4) The Fire Chief, Police Chief or the designees from the Fire and Police departments; and
- 5) One representative from each group of non-represented employees.

This committee will be established and shall be empowered to research available dental/optical and medical plans, review and analyze existing coverage and benefits to compare their costs, and to recommend to the Village possible implementation of additional plan(s) or changes to the existing plan. The committee shall not make recommendations to modify the existing plan without consensus, provided that in the absence of consensus changes may be made to the existing plan, provided that benefit levels and coverage of the existing plan remain substantially the same. The Village shall have the final authority to decide whether any new plan shall be implemented, and in the event of a recommendation from the committee, whether any modifications to the existing plan shall be implemented. The Village reserves the right to make changes in the existing plan without any recommendation from the committee, provided that benefit levels or coverage of the existing plan remain substantially the same.

11.2 LIFE INSURANCE. The Village shall provide each employee with term life insurance in an amount equal to the employee's annual base salary up to the maximum allowable under IRS regulations.

11.3 DENTAL INSURANCE. The Village will continue to make available dental insurance at group rates paid for by the employee. At such time as the Village may decide to include said coverage in the employee's standard health insurance, this section will follow the adapted Village policy until the next contract negotiation process.

11.4 POST-EMPLOYMENT HEALTH PLAN. Effective July 1, 2001, the parties agree that the Village shall participate in the establishment of a Post-Employment Health Plan (PEHP) for all bargaining unit employees. To implement such plan, the Village is authorized to contribute the amount of \$600.00 per year on behalf of each bargaining unit employee to the PEHP Trustee in accordance with the Employer Participation Agreement attached to this Agreement as Exhibit B. To implement this agreement, the Village is authorized to deduct Fifty Dollars (\$50.00) from the eight hours of premium pay otherwise payable to each employee as holiday pay for each of the twelve (12) recognized holidays provided for by Section 6.5, Holiday Compensation, of this agreement. The total deduction of \$600.00 shall be made over 24 pay periods at the rate of \$25.00 per paycheck. Upon retirement an employee may elect to deposit their sick leave buy out shall be contributed into the PEHP at a rate of \$1.00 for every hour of accrued unused sick leave into this plan for retiree health insurance. Local 1263, IAFF (hereinafter referred to as the "Union") represents and warrants to the Village that neither the PEHP, nor the Declaration of Trust for the PEHP is subject to the Federal Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, including the Multiemployer Pension Plan Amendments Act of 1980 to ERISA. The Union further represents that the PEHP and the Trust Agreement constitute a Voluntary Employees' Beneficiary Association (VEBA) within the meaning of Section 501(c)(9) of the Internal Revenue Code as amended.

ARTICLE XII **RULES AND REGULATIONS**

12.1 RULES AND REGULATIONS COMMITTEE. Each duty shift will act as a Rules and Regulations Subcommittee. These Subcommittees may review the existing Fire Department rules and regulations and, may make recommendations as to changes. Any such recommended changes shall be submitted to the Fire Chief for his review and consideration.

12.2 NEW RULES. New or revised rules, regulations or standing orders of the Fire Department having the effect of changing a rule, regulation or standing order may be established from time to time by the Employer. Any such new or revised rule(s), regulation(s) or standing order(s) shall be posted. Absent an emergency, before any new or revised rule, regulation or standing order becomes effective or enforceable; the Employer shall submit it to the Rules and Regulations Subcommittees. Within 15 days of such submittal, the Subcommittees shall meet to consider the new or revised rule, regulation or standing order. The Subcommittees may make recommendations regarding the proposed new or revised rule, regulation or standing order to the Fire Chief. Any such recommendations must be made in writing and submitted to the Fire Chief within 30 days of its submittal to the Subcommittees. Absent an emergency, no new or revised rule, regulation or standing order shall become effective prior to 30 days from its

delivery to the Subcommittees. Subsequent to the 30-day period, the Fire Chief may enforce the new or revised rule, regulation or standing order as originally proposed or as amended based upon any Subcommittees recommendations, provided, however, that no such new or revised rule, regulation or standing order may be in direct conflict with any express provision of this collective bargaining agreement. Nothing herein shall change the general principle of work/obey now, grieve later, provided that the health and safety of the employee is not placed at substantial risk, nor is anything herein intended to alter any obligation the parties may have under law to bargain as to any proposed change in a condition of employment.

12.3 SMOKING/TOBACCO USE. All employees are strongly encouraged to quit smoking. Smoking regulations will be consistent with the provisions of the Illinois Clean Indoor Air Act. Smoking is not allowed in Village buildings or while riding in Village-owned vehicles. The use of tobacco products of any type (chew, snuff, etc) is not allowed in any Fire Department building or while riding in Village owned vehicles.

ARTICLE XIII **GENERAL PROVISIONS**

13.1 BULLETIN BOARDS. The Village will provide the Union with space on available bulletin boards, not used for notices to the general public, for the purpose of posting official Union notices. No defamatory, political or offensive material may be placed on any bulletin board.

13.2 BILL OF RIGHTS. All members of the bargaining unit are entitled to the rights provided by the 50 ICLS 745-1 (commonly known as the Fireman's Disciplinary Act) provided, however, that this clause shall have no effect if said Act is repealed or declared invalid.

13.3 SAFETY BONUS. Firefighters shall be eligible for the Safety Bonus on the same basis as may from time to time be applicable to all other eligible Village employees.

13.4 COMMUNICABLE DISEASE PROGRAM. The Village agrees to provide voluntary baseline testing for Hepatitis B and HIV at the request of an employee, the Village will provide the employee with customary inoculation or immunization for Hepatitis B.

13.5 DISTRIBUTION OF CONTRACT. The Village shall distribute a copy of this contract and all of the side letters, and side agreements to all current members of the Union. In addition, the Village will provide a copy of this Agreement to all new members hired during the term of this contract, as part of their employee information packet.

13.6 INSPECTION OF PERSONNEL FILE AND DISCIPLINE. Upon appropriate written request to the Fire Chief, an employee may inspect his/her personnel file, subject to the following:

- 1) Within seven (7) working days an inspection shall occur during the normal working hours, at a time and in a manner that is mutually acceptable to the employee and the Fire Chief.
- 2) An employee who has a grievance on file may have a representative of the Union present during this inspection. Employees may have a Union representative present during all file reviews at their discretion.
- 3) Copies of the materials in an employee's personnel file shall be provided to the employee upon request.
- 4) Employees shall be limited to reviewing their personnel files to no more than four (4) requested times per year.
- 5) Employees shall be notified when a formal written warning is placed in their personnel files. Upon request, an employee shall be provided a copy of this formal warning. An employee may file a written rebuttal in his/her personnel file concerning any material in the file.

13.7 PHYSICAL FITNESS PROGRAM. It is the goal of both parties to have a healthy and fit fire department. Both parties recognize that voluntary physical exercise is a benefit to the Village and the firefighter. To that end, and to encourage this voluntary physical activity and stress reduction, the Village agrees to make Village recreational facilities available to the employee and his/her family on the same

basis as such facilities are from time to time made available to all other Village employees at no cost to the employee. The parties have agreed in principle upon a physical fitness plan.

13.7.1 DAILY PHYSICAL ACTIVITY. With the exception of where it interferes with emergency responses and training activities, members will be hereby compelled to complete a minimum of one-half hour and a maximum of one hour of approved physical activity to promote their overall fitness between 0700 hours and 2200 hours. Any activity to be performed to meet this criteria, will be conducted at fire department facilities unless otherwise approved by the fire department.

13.7.2 SCHEDULING PHYSICAL FITNESS TIME. In order to accomplish the goal of increased physical fitness, the department will make available time within the workday for this physical fitness period and suitable clean-up time. Such time will be made available as long as no special activities are scheduled and the other shift members can continue the daily routine work. Work schedule permitting, no supervisor shall unduly prevent members from performing this physical fitness activity within the workday.

13.7.3 MEMBER PARTICIPATION. In as much as this type of activity is mutually beneficial to all parties, the members agree to complete this activity outside of the normal workday hours should circumstances beyond the control of the supervisor prevent its completion within work hours. No member will be compelled to complete daily physical activity between 2200 hours and 0700 hours. This does not preclude any member from voluntarily completing this activity during this time frame. Members will participate in this mutually beneficial activity for a minimum of one-half hour per duty day, unless prevented from doing so by emergency responses, other departmental duties, or a verifiable medical condition or problem.

13.8 VILLAGE RECREATIONAL FACILITIES. Union employees and their families will be given free access/utilization of Village owned recreational facilities in accordance with the policy established for all other village employees and articulated in the Village Personnel Manual.

13.9 PROMOTIONS AND APPOINTMENTS. Promotions to the rank of Lieutenant shall be done in accordance with the provisions of the Fire Department Promotions Act, effective August 4, 2003, Public Act 93-0411 (herein after the "Act"). Except as modified by the terms of this Article, the procedures for promotions and appointments shall be made in accordance with the provisions of the Act. Promotions to the rank of Lieutenant shall be conducted in accordance with the same evaluation criteria, weights and procedures as were employed for the last promotional examination. Further the parties mutually agree to follow the same procedures employed to develop any new criteria, weight or procedure.

13.9.1 ELIGIBILITY. To be eligible to test for promotion to Lieutenant, the candidate must be off probationary status. For the purpose of calculating Seniority Points, seniority shall be calculated as the candidate's anniversary date as of the date of the test in the year the test is administered. For the purpose of calculating Ascertained Merit, points shall be awarded for certifications obtained as of the deadline for filing written notice of your intent to participate in the testing process.

13.9.2 NOTICE. Thirty days prior to the beginning of a promotional process, a schedule of the dates of each segment of the process will be established in written form and posted. Within 14 days of the posting date all eligible personnel who wish to participate shall notify the Fire Chief in writing and submit documentation for Ascertained Merit points.

13.9.3 RATING FACTORS AND WEIGHTS. The components and corresponding overall percentage weights by which the candidates will be scored is outlined below (assuming a possible total of 100 points):

- 1) Seniority (10%)
- 2) Ascertained Merit (15%)
- 3) Work Evaluation (15%)
- 4) Oral Interview (20%)
- 5) Written Exam (40%)

13.9.4 TEST COMPONENTS. The test shall be comprised of a Written Examination, Ascertained Merit, Work Record, Oral Interview and Department Seniority. At the conclusion of each component of the promotional process, written feedback regarding scoring, and an up-to-date overall

ranking will be given, confidentially, to each candidate. All eligible candidates for the promotion to Lieutenant will, if they so desire, be allowed to complete each step of the process.

- 1) **Written Examination:** The written examination shall consist of job related questions composed by a qualified and impartial testing company which may be assisted by the Village or its agents in determining job content. Candidates shall be given access to study materials for a period of at least ninety (90) calendar days prior to the date of the examination.
- 2) **Ascertained Merit:** See Appendix C for criteria.
- 3) **Work Evaluation:** The employee's performance evaluations for the last three years shall be averaged in the determination of the point value. (Assessment Form – Appendix B)
- 4) **Oral Interview:** At a minimum, the interview will consist of the candidate, members of the Board of Fire and Police Commission, Fire Chief and/or Deputy Fire Chief and Assistant to the Village Manager/Personnel Director. The Union may at their discretion may elect to have an "Observer" (Non-PFFD employee) present during the Oral Interview.
- 5) **Seniority:** The candidate will receive one point for each year of service up to a total of ten points.

13.9.5 SCORING OF COMPONENTS. Each component of the promotional test listed above shall be scored on the scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test, as described above, and the scores of all components shall be added together.

13.9.6 POSTING. Upon posting of the preliminary promotion list, any candidate eligible for veteran's preference points will be allowed to file for them in accordance with current State of Illinois legislation.

13.9.7 MAINTENANCE OF PROMOTIONAL LISTS. Final eligibility lists shall be effective for a period of 3 years.

13.9.8 DISPUTES. Any dispute concerning compliance with these procedures shall be resolved in accordance with the grievance procedure (Article X) of the parties' contract.

13.10 FIRE CAPTAIN Procedures for appointments to the rank of Captain (Fire Prevention Officer/Coordinator) is an exempt position outside the Bargaining Unit and shall not be subject to the Act's provisions. All appointments to Captain shall first be offered to and filled from the next lowest rank (Lieutenant), or if no Lieutenant expresses interest in the position it shall be open to all shift (sworn) members of the Park Forest Fire Department. Ultimately should no sworn members in the department express interest in the position, the Fire Chief is authorized to fill the position from outside the department.

Thirty days prior to the beginning of a promotional process, a schedule of the dates of each segment of the process will be established in written form and posted. Within 14 days of the posting date all eligible personnel who wish to participate shall notify the Fire Chief in writing of their intent to participate in the process.

ARTICLE XIV **ASSESSMENT PRACTICES**

14.1 GENERAL. It is the goal of both parties to have personnel of the Fire Department grow in skills, whenever possible. In order to accomplish this goal, an employee assessment program will be instituted. This program will include meetings between supervisory personnel and individual members of the department to discuss issues related to job descriptions, skills, training, job satisfaction and job performance.

This program will appraise and advise the employer and employee of an individual's relative performance over the course of the assessment period. It will further allow the parties to track changes and/or potential changes in this performance over the course of time.

14.2 FORMAT/FORMS. The parties agree to utilize the format and forms as used in the 2003 Lieutenant promotional process (Appendix B). The format forms and instructions for these assessments will be provided to all the employees prior to the initial assessment period. Employees will be provided with new copies of the assessment form(s) any time there are proposed updates or changes.

The employee will be assessed during routine evaluations by their immediate supervisor, within the period designated by the Fire Chief (normally January and July). At the discretion of the department head, the employee may also be assessed by any of the higher-ranking supervisors. Employees will be notified in advance if this is to occur.

14.3 SUPERVISOR/SUBORDINATE ASSESSMENT. From time to time the department head or administrative staff may ask subordinate employees to assess their supervisors using the same format and forms. This assessment will follow the identical procedures as detailed within Section 14 of the agreement.

14.4 EMPLOYEE REVIEW AND REBUTTAL. Once the assessment has been completed, the employee will review the assessment with said supervisor(s). At this point the employee will have the opportunity to attach comments or rebuttal to the assessment.

Once the review process is complete, the employee and the supervisor will sign off on the assessment and present it to the administration for review and filing. Should the employee desire, they may seek permission from their supervisor(s) to meet with administration and express their position on the particular evaluation, following the appropriate chain of command.

14.5 RESULTS OF ASSESSMENT. This process is intended to provide information as to the employee's relative performance. It should also identify any problem areas or areas where the employee is performing above average for recognition purposes. Except in cases of habitual substandard performance, this evaluation is not intended to be used as the basis for or in determining the employee's suitability for step increases.

ARTICLE XV SAVINGS CLAUSE

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

ARTICLE XVI COMPLETE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term as to all terms and conditions covered in this Agreement. Any amendments to this Agreement must be mutually agreed to and set forth in writing.

ARTICLE XVII DURATION

17.1 DURATION OF AGREEMENT. This Agreement shall be effective as of July 1, 2010, and shall remain in full force and effect until June 30, 2013. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than ninety (90) nor more than one hundred and twenty (120) days prior to the expiration date that it desires to terminate, modify or change this Agreement. If such notice is given, negotiations shall begin no later than thirty (30) days from the date of the notice and shall continue for a period of not less than forty-five (45)

days. The resolution of any bargaining impasse shall be in accordance with the provisions of the Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2010.

UNION

VILLAGE

APPENDIX A
SALARY SCHEDULES

Both parties agree that in the third year (2012/13) of the Agreement that a 2% increase will be afforded unless the Cost of Living Adjustment (COLA) for the Police Unit is greater and in that case the Firefighters shall be eligible to receive the greater of the two.

FIREFIGHTER/PARAMEDIC PAY SCHEDULE (2%)

2010/2011

	A Probation	B over 12 months	C over 24 months	D over 36 months	E over 48 months	F over 96 months
040	49,308	54,565	58,983	63,561	68,105	71,381

FIREFIGHTER/PARAMEDIC PAY SCHEDULE (2%)

2011/2012

	A Probation	B over 12 months	C over 24 months	D over 36 months	E over 48 months	F over 96 months
040	50,294	55,656	60,163	64,832	69,467	72,809

FIREFIGHTER/PARAMEDIC PAY SCHEDULE (2%)

2012/2013

	A Probation	B over 12 months	C over 24 months	D over 36 months	E over 48 months	F over 96 months
040	51,300	56,769	61,366	66,129	70,856	74,265

FIREFIGHTER PAY SCHEDULE (2%)

2010/2011

	A Probation	B over 12 months	C over 24 months	D over 36 months	E over 48 months	F over 96 months
045	46,037	51,293	55,713	60,291	64,835	68,111

FIREFIGHTER PAY SCHEDULE (2%)

2011/2012

	A Probation	B over 12 months	C over 24 months	D over 36 months	E over 48 months	F over 96 months
045	46,958	52,319	56,827	61,497	66,132	69,473

FIREFIGHTER PAY SCHEDULE (2%)

2012/2013

	A Probation	B over 12 months	C over 24 months	D over 36 months	E over 48 months	F over 96 months
045	47,897	53,365	57,964	62,727	67,454	70,863

LIEUTENANT/PARAMEDIC PAY SCHEDULE (2%)

2010/2011

	1 0-12 months	2 13-24 months	3 25 + months
039	78,948	81,943	85,051

LIEUTENANT/PARAMEDIC PAY SCHEDULE (2%)

2011/2012

	1 0-12 months	2 13-24 months	3 25 + months
039	80,527	83,582	86,752

LIEUTENANT/PARAMEDIC PAY SCHEDULE (2%)

2012/2013

	1	2	3
	0-12 months	13-24 months	25 + months
039	82,138	85,254	88,487

LIEUTENANT PAY SCHEDULE (2%)

2010/2011

	1 0-12 months	2 13-24 months	3 25 + months
038	75,771	78,769	81,876

LIEUTENANT PAY SCHEDULE (2%)

2011/2012

	1 0-12 months	2 13-24 months	3 25 + months
038	77,286	80,334	83,514

LIEUTENANT PAY SCHEDULE (2%)

2012/2013

	1 0-12 months	2 13-24 months	3 25 + months
038	78,832	81,951	85,184

APPENDIX B

ASSESSMENT FORMS

VILLAGE OF PARK FOREST – FIRE DEPARTMENT
EMPLOYEE JOB PERFORMANCE APPRAISAL

EMPLOYEE:	LAST EVALUATION:
POSITION:	PERIOD OF EVALUATION: from: _____ to: _____

10 – 9: Excellent – Superior job performance. Greatly exceeds normal requirements
 8 – 7: Highly Satisfactory – Above average job performance. Generally exceeds normal requirements.
 6 - 5: Satisfactory – Average job performance. Adequately meets normal requirements.
 4 – 3: Improvement needed – Below average job performance. Occasionally fails to meet normal requirements & needs improvement.
 2 – 1: Unsatisfactory – Unacceptable job performance. Consistently fails to meet minimum requirements. Major improvements required.

QUALITY OF WORK	10-9	8-7	6-5	4-3	2-1	REMARKS
Accuracy of work						
Care of equipment & tools						
Reliability of workmanship						
Legibility & completeness of paperwork						
Total						

QUANTITY OF WORK	10-9	8-7	6-5	4-3	2-1	REMARKS
On work performed by the employee						
On work supervised by the employee						
On new or unfamiliar work						
Compared to co-workers						
Efficient use of resources						
Job planning, time management						
Work outside of normal routine						
Total						

INTERPERSONAL RELATIONS	10-9	8-7	6-5	4-3	2-1	REMARKS
With fellow employees						
With supervisors and management						
With the public						
With patients/victims						
Total						

ATTENDANCE AND PUNCTUALITY	10-9	8-7	6-5	4-3	2-1	REMARKS
Attendance						
Reports for work on time						
Begins work on time						
Observes established break limitations						
Total						

ADAPTABILITY	10-9	8-7	6-5	4-3	2-1	REMARKS
Willingness to accept change						
Open mind towards new/improved ideas/methods						
Willing to accept other Dept work, outside of normal routine						
Emergency responses						
Handles new situations with ease						
Learning speed						
Total						

JOB KNOWLEDGE AND SKILLS	10-9	8-7	6-5	4-3	2-1	REMARKS
Follows accepted work practices with minimal supervision						
Knows capacity and capabilities of equipment						
Has technical knowledge to perform						
Applies job knowledge to new work						
Stays abreast of new work procedures						
Applies best possible methods to work						
Total						

INITIATIVE & DESIRE TO OBTAIN GOALS	10-9	8-7	6-5	4-3	2-1	REMARKS
Suggestion and development of new ideas						
Passes on the job knowledge to new employees						
Attempts to absolve problems within realm of authority						
Reports problems & potential solutions						
Willingness to use extra effort						
Total						

VILLAGE OF PARK FOREST – FIRE DEPARTMENT
EMPLOYEE JOB PERFORMANCE APPRAISAL

EMPLOYEE:	
POSITION:	

SAFETY HABITS	10-9	8-7	6-5	4-3	2-1	REMARKS
Attention to safety of self & others						
Follows work safety rules & procedures						
Recognizes & reports unsafe work conditions						
Overall accident record						
Keeps work area clean & orderly						
Uses appropriate safety equipment						
Accepts personal responsibility for safety						
Total						

JUDGEMENT/LEADERSHIP	10-9	8-7	6-5	4-3	2-1	REMARKS
Reasons logically under non-emergency conditions						
Interprets facts objectively						
Maintains confidential information						
Can positively direct employees						
Maintains effective leadership role						
Total						

TEMPERMENT	10-9	8-7	6-5	4-3	2-1	REMARKS
Withstands pressures of job without losing control						
Remains calm in non-emergency conditions						
Articulates well in front of others						
Total						

INTERACTION WITH POC EMPLOYEES	10-9	8-7	6-5	4-3	2-1	REMARKS
Respect for POC officers						
Ability to work with POC officers						
Ability to work with POC personnel						
Support for POC operations						
General interaction with POC's						
Total						

APPEARANCE/PROFESSIONAL IMAGE	10-9	8-7	6-5	4-3	2-1	REMARKS
Reports to work in proper uniform						
Uniform is neat & clean						
Replaces uniforms when they show wear						
Consistently well-groomed						
Overall level of physical fitness						
Overall professional demeanor						
Total						

FIRE SUPPRESSION/RESCUE SKILLS	10-9	8-7	6-5	4-3	2-1	REMARKS
Keeps informed of modern tactics/skills						
Performs duties in accordance with SOP's						
Remains calm in emergency situations						
Thinks logically in emergency situations						
Uses sound judgement in emergency situations						
Quality of reports						
Total						

EMS SKILLS	10-9	8-7	6-5	4-3	2-1	REMARKS
Keeps informed of current EMS practices						
Performs EMS duties in accordance with SMO's						
Remains calm in emergency situations						
Thinks logically in emergency situations						
Uses sound judgement in emergency situations						
Displays good patient relation skills						
Quality of Reports						
Total						

Additional Remarks:

VILLAGE OF PARK FOREST – FIRE DEPARTMENT
EMPLOYEE JOB PERFORMANCE APPRAISAL

EMPLOYEE:	
POSITION:	

QUALITY OF WORK	
QUANTITY OF WORK	
INTERPERSONAL RELATIONS	
ATTENDANCE & PUNCTUALITY	
ADAPTABILITY	
JOB KNOWLEDGE & SKILLS	
INITIATIVE & DESIRE TO OBTAIN GOALS	
SAFETY HABITS	
JUDGEMENT	
TEMPERMENT	
INTERACTION WITH P.O.C. EMPLOYEES	
APPEARANCE/PROFESSIONAL IMAGE	
FIRE SUPPRESSION/RESCUE SKILLS	
EMS SKILLS	

<u>TOTAL NUMBER VALUE</u>	
----------------------------------	--

Additional Remarks:

APPENDIX C
ASCERTAINED MERIT POINTS

CERTIFICATE/DEGREE	CLASS HOURS	(10 hours = 1 point) TOTAL POINTS	ROUNDED POINT VALUE
Firefighter III	450	45	45
Hazardous Materials Technician A	40	4	4
Hazardous Materials Technician B	40	4	4
Hazardous Materials Incident Command	24	2.4	2
Fire Apparatus Engineer	40	4	4
Fire Prevention Officer	120	12	12
Fire Officer I	200	20	20
Fire Officer II	160	16	16
Instructor I	40	4	4
Instructor II	40	4	4
Fire Department Incident Safety Officer	16	1.6	1
Fire Department Incident Safety Officer	40	4	4
Arson Investigator	280	28	28
Fire Investigator	120	12	12
Fire Service Vehicle Operator	8	.8	1
Training Program Manager	40	4	4
Juvenile Firesetter Intervention Specialist	12	1.2	1
Confined Space Technician	48	4.8	5
Trench Operations	32	3.2	3
Trench Technician	40	4	4
Rescue Specialist – Vertical II	84	8.4	8
Structural Collapse Operations	50	5	5
Structural Collapse Technician	50	5	5
Vehicle and Machinery Operations	40	4	4
Vehicle and Machinery Technician	40	4	4
Water Operations	50	5	5
TOTAL POSSIBLE POINTS (SECTION 1)			209
DEGREES: POINTS AVAILABLE IN THIS AREA CAN ONLY BE APPLIED FOR ANY INDIVIDUAL			
Certificate-Fire Service Application (PSC – 30 semester hours/10 classes)	400	40	40
Associates-General (½ value of Fire Service Associates Degree)	400	40	40
Associates-Fire Service Application (PSC – 62 semester hours/20 classes)	800	80	80
Bachelors-General (½ value of Fire Service Bachelors Degree)	800	80	80
Bachelors-Fire Service Application (SIU – 122 semester hours/80 classes)	1600	160	160
Masters-General (½ value of Fire Service/Public Administration Masters Degree)	1060	106	106
Masters-Fire Service Application (Public Admin GSU – 158 semester hours)	2120	212	212
TOTAL POSSIBLE POINTS (SECTION 2)			212

TOTAL POSSIBLE POINTS (SECTION 1)	209
TOTAL POSSIBLE POINTS (SECTION 2)	212
MAXIMUM TOTAL POSSIBLE POINTS	421

SECTION SCORE (calculation = Merit Point Total expressed as a % X .15)

**THE NEXT THREE PAGES ARE INTENTIONALLY LEFT BLANK FOR INSERTION OF THE
POST EMPLOYMENT HEALTH PLAN DOCUMENT**

"Exhibit B"

FEE SCHEDULE

Administrative Charge:

<u>Annual Ongoing Contributions - Per Employee</u>	<u>Annual Employee Administrative Fee - Per Employee</u>
\$120 - \$299	\$25
\$300 - \$399	\$15
\$400 - \$499	\$10
\$500 - \$599	\$ 5
\$600 +	\$ 0

An annual account administration charge per participant shall be charged to each participant's account on the "anniversary date". The "anniversary date" is the date which is one year after the date the initial contribution is invested in the participant's account, and each succeeding anniversary of such date.

AGENDA BRIEFING

DATE: July 14, 2010

TO: President Ostenburg
Board of Trustees

FROM: Ken Eyer, Director of Public Works

RE: Street salt purchase, 2010-2011 Season

BACKGROUND/DISCUSSION: The Village has received notice from the Illinois Department of Central Management Services that the low bidder for Park Forest Joint Purchase of road salt is Morton Salt at a unit price of \$58.67/ton. This contract will supply Park Forest with 1900 ± 20% tons of road salt.

Last snow season the Village used 2,277 tons at a unit cost of \$72.54. The MFT budget for the 2010/2011 snow season is \$165,000.00.

The Department of Public Works requests that the Board authorize the Village Manager to approve a Purchase Order in the amount of \$133,767.60 to Morton Salt for a maximum of 2280 tons of road salt. The Village is required by the State to purchase a minimum of 1520 tons of salt on this contract.

SCHEDULE FOR CONSIDERATION: This item is scheduled to be on the agenda for Board consideration and approval at its July 19, 2010. Regular meeting.



ILLINOIS

JOINT PURCHASING REQUISITION

PLEASE RETURN TO:

Illinois Department of
Central Management Services
801 Wm. G. Stratton Building
401 S. Spring Street
Springfield, IL 62706
Fax: (217) 782-5187

Joint Purchasing #: 14340 ~~4340~~
Government Unit: Village of Park Forest
Mailing Address: 350 Victory Dr
City / State / Zip: Park Forest IL 60466
County: 1 Cook
Contact Person: Kenneth Eyer
Telephone Number: 708 503-7702
Fax Number: 708 503-6599
Contact Email: Keyer@VOPF.com

Date: 03/05/2010

Delivery Point
75 Park St. Park Forest, IL 60466
RECEIVED
JUL 12 2010
PUBLIC WORKS DEPT
<- Please provide Email Address

Complete Only One Either "Table-A" or "Table-B" Below 065 Morton 58.67

Table A: Complete this table to have the State BID for your governmental entity

ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	AMOUNT BUDGETED
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)	(Local Governmental Use Only)
Road Salt, Bulk	<u>1900</u>	Tons	

Please note your Purchase Commitment Percentage for total tonnage quantity stated above (choose one):

- OPTION 1 80% minimum purchase requirement/120% maximum purchase requirement
- OPTION 2 100% minimum purchase requirement/120% maximum purchase requirement

Complete Only One Either "Table-A" Above or "Table-B" Below

Table B: Complete this table to have the State RENEW for your governmental entity (ONLY)

ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	AMOUNT BUDGETED
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)	(Local Governmental Use Only)
Road Salt, Bulk		Tons	

Note: Renewal is available ONLY under contracts 4015782, 4015783, or 4015784 for the 2010-2011 season. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 5% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Check renewing contract number: Contract # 4015782 () Contract # 4015783 () Contract # 4015784 ()

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

Vernard A. Eyer
SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Director of Public Works / Village Eng.
TITLE



July 1, 2010

Dear Joint Purchasing Participant:

Subject: 2010-2011 Rock Salt, Bulk Contract Information

In completing the 2010 – 2011 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in previous seasons. We made every effort to secure Road Salt at the best available price for participants in our contract re-procurement, and gladly report that all locations across the State were able to have their supply needs met through the State's procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season's maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year's contract vendor:

Contract: PSD 4016216
Morton International Inc.,
Morton Salt Division
123 N. Wacker Drive
Chicago, IL 60606
Order Phone (888) 800-8905

Term: July 2010 - June 2011
FEIN Number: 36-4140798

Your unit is **Contract Line No: 65 / Price per ton F.O.B. destination, is \$ 58.67**
Emergency pickup of salt at vendor's warehouse is available at base price of **\$-80.00** per ton. Warehouses are open Monday through Friday, 7:00 a.m. to 3:00 p.m. Please contact the vendor during regular business hours for the specific warehouse location in your area.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors is **\$5.00** per ton. Contact vendor for availability in your area and scheduling deliveries.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. *You are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages this winter.* Also, you need to make every effort to place orders in full truckload lots (22-25 tons).



Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2011. The vendor is required to furnish not less than 120-percent (if needed) of the contract quantity by March 1, 2011. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2010 through April 1, 2011 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2010 and April 1, 2011, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain \$.20 per ton per working-day as liquidated damages on the undelivered portion of the order. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20-% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20-% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20-% guideline. For example, if an agency orders 25-% of their awarded total 100 ton, delivery of the first 20 ton (20-%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.



Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2010, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2011 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

The contract pricing shall remain firm for the entire contract period, for up to the 120-% guaranteed limit, unless otherwise changed by mutual agreement. The contract price for purchases made in excess of the 120-% guaranteed limit is subject to increase if vendor's costs for providing rock salt increase by more than 5-%. Contract vendor must submit to CMS documentation justifying the increase for acceptance prior to implementation.

Unless an emergency exists, those local governmental units under their 120-% purchase threshold shall receive salt deliveries prior to those local governmental units over their 120-% purchase threshold. In the case of an emergency, effort will be made to have the vendor ship enough salt to aid affected local governmental units through the emergency.

The Department of Central Management Services requested pricing for an enhanced rock salt option in the invitation for bid, and Enhanced Rock Salt 2010 – 2011 availability was not provided for by this vendor in this season's procurement process.

You are under contractual percentage purchase obligation to contracted tonnage of rock salt from the vendor awarded your location. Purchase of an enhanced rock salt will not lessen this agreement, and would be in addition to your required purchase tonnage.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, Buyer
Bureau of Strategic Sourcing And Procurement