

Agreement

Village of Mount Prospect

And

**Mount Prospect Fire Union,
Local 4119, I.A.F.F., AFL-CIO**

January 1, 2019 to December 31, 2021

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PREAMBLE

THIS AGREEMENT is entered into by and between the Village Of Mount Prospect, (hereinafter “Village”) and the Mount Prospect Firefighters Union, Local 4119, I.A.F.F., AFL-CIO (hereinafter “Union”). It is the intent and purpose of this Agreement to set forth the parties’ agreement with respect to the rates of pay, hours of employment, fringe benefits, and all other conditions of this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt, impartial, and peaceful adjustment of grievances as provided herein.

ARTICLE I RECOGNITION

1.1 Recognition - The Village recognizes the Union as the sole and exclusive collective bargaining representative for all probationary and non-probationary employees who are sworn or commissioned full-time firefighters and firefighter/paramedics, Lieutenant, Lieutenant/paramedics below the rank of Battalion Chief. Excluded are all other employees, including but not limited to sworn or commissioned full-time firefighters at the rank of battalion chief or above, the positions of fire chief, deputy fire chief, fire prevention supervisor and training officer, all part time or temporary employees, all auxiliary, reserve, volunteer or paid on call firefighters, all employees excluded from the definition of firefighter as defined in subsection 16.03(g-1) of the Illinois Public Labor Relations Act. All civilian employees, all non-fire department employees, and all other managerial supervisory, confidential, professional and short-term employees as defined by the Illinois Public Relations Act as it existed on January 1, 2000.

1.2 Fair Representation - The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union’s duty of fair representation shall be carried out with standards enunciated by the U.S. Supreme Court in Vaca v. Sipes, 386 US 171, and its progeny.

1.3 Gender – Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

1.4 Notification - All forms of notification unless otherwise specified to the Village shall be hand delivered to the Fire Chief or his Designee in his absence. The Union shall identify in writing

its officers, stewards, and employee representatives to the employer. Such representatives shall be the only individuals the employer is required to communicate with regard to Union/Management matters.

ARTICLE II

MEMBERSHIP AND DUES DEDUCTION

2.1 Dues Check-off - The Village will deduct from each employee's paychecks the uniform, regular Union dues twenty-six (26) times per year for each employee in the bargaining unit who has filed with the Village the authorization form attached as Appendix "A". The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount twice each year during the life of this Agreement by giving the Village at least thirty (30) days notice in writing of any change in the amount of the uniform dues to be deducted. The Village shall remit the total amount of the dues deducted, together with a list of the employees from whom dues have been deducted, to the person designated by the Union in writing not later than fifteen (15) days after the issuance of each paycheck from which dues have been deducted.

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

2.2 Indemnification - The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished by the Union under any such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village.

ARTICLE III
HOURS OF WORK AND OVERTIME

3.1 Purpose – This article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle. In the event there is a lack of work which the employer believes is a change in the normal work schedule as defined in Section 3.2, the procedures of Article 18 shall be followed.

3.2 Normal Work Day and Work Schedule - The normal shift schedule for Firefighters and Firefighter/Paramedics shall be twenty-four (24) consecutive hours of duty, beginning at 08:00, followed by forty-eight (48) consecutive hours off duty. For FLSA purposes the work cycle shall be twenty-eight (28) days.

3.3 Kelly Days - Kelly Days shall be selected in accordance with [Article 8.1(e)]. The hours of work shall be reduced by scheduling off each employee thirteen (13) shifts hereby referred to as “Kelly Days”, thereby reducing the average work week to fifty (50) hours and annual hours of work to 2600.

3.4 Comp Time - When an employee works overtime in accordance with Section 3.5, he may elect to bank the hours as compensatory time in lieu of receiving monetary compensation in that pay period. In consideration of the Village offering this limited compensatory time benefit, the Village and the Union agree, in furtherance of Section 7(o)(5) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which they agree would constitute an “undue disruption” of the Department’s operations. This banked time may be used to take time off at a future date or in the case of a personal emergency where time off is needed. At any time an employee may request pay in exchange for earned compensatory time.

Banked Compensatory Time may be accumulated in increments of no less than one-half hours at a time. Time shall be banked at a rate of 1.5 times the number of hours worked (e.g., 24 hours worked equals 36 hours banked).

If time worked is to be banked, all of it must be banked (i.e., if 24 hours worked, all 36 must be banked if electing to do so). However, if the full amount would cause the balance accrued to

exceed the maximum 72 hours, only that which will bring the balance to 72 hours will be banked and the remainder will be paid as overtime. A maximum of 72 hours may be held in the bank at any one time and a maximum of 144 hours can be accrued in any calendar year.

The following procedure shall be followed for utilizing the Compensation Time Bank not covered by Section 8.1:

a) Requesting to use Compensatory Time Bank: In order to request Compensatory Time, the employee must have the time in the bank. A request to use Compensatory Time shall be by the electronic scheduling software program, or via e-mail in the case of the unavailability of the software. Requests will be recorded with the date and time they are received. In general, the employee should provide as much advance notice of the request as possible. The employee should notify the Shift Commander no earlier than 14 days prior to the requested time off and no later than 6:30 a.m. on the day of the requested Compensatory Time usage. Requests for Compensatory Time after 6:30 a.m. on the date of requested usage will not be honored, except in an emergency as approved by the Chief (or his designee) or in the event of a same day leave request where the request will not cause overtime.

b) Unduly Disruptive Days: If overtime is necessary to cover the employee's requested time off under this Section (i.e., the employee's leave will cause or has caused the shift to fall below the Chief's established minimum shift staffing) the Shift Commander shall so advise the employee. The determination of whether overtime will be necessary to cover the time off will be made when the time off request is received and acknowledged by the Shift Commander. Overtime rules shall apply in order to fill vacancies caused by a Compensatory Time request except as expressly modified by this Article. It is agreed by the parties that the implementation of such Compensatory Time rules will necessitate additional administrative and operational efforts in order to fill such Compensatory Time slot(s), thus causing undue disruption to the Department's operation. The Compensatory Time must be requested in an allotment of a minimum of four (4) hours. This minimum requirement may be met in combination with other paid time off (e.g. Personal time). If overtime is necessary to cover the employee's requested time off under this Section, the parties hereto agree that

such request cannot be filled within a reasonable period of time without unduly disrupting the operations of the Fire Department. In such case, the employee shall have the following options:

- i) to withdraw the request ; or,
- ii) take the leave requested.

If the leave requested causes overtime, the scheduled employee taking the leave shall be designated as having taken an “unduly disruptive day” and the scheduled employee’s Compensatory Time bank shall be reduced by time and one-half for each hour granted off (e.g., 24 hour Compensatory Time at time and one half equals a 36 hour reduction in the Compensatory Time bank). If no overtime is required, the request shall not be deemed unduly disruptive, and the employee taking the leave shall have his Compensatory Time bank reduced hour for hour (e.g., 24 hours off equals a 24 hours reduction in the Compensatory Time bank).

If the Village is unable to secure an off duty employee to fill the requested Compensatory Time slot at all, then the request may be denied in its entirety as unduly disruptive. No forcebacks will occur as a result of the usage of Compensatory Time.

c) Filling Compensatory Time Bank Requests: Requests for usage of Compensatory Time under this Section will be prioritized in the order in which they are received. If the requirements of specific assignments cannot be met the request will be denied. If sufficient replacement personnel cannot be obtained to meet the number of Compensatory Time requests, the requests will be denied in reverse order of request reception. When attempting to fill a request, no more than one (1) complete round of calls will be made.

d) Indemnification: In consideration of the Village’s agreement to allow employees to establish Compensatory Time banks and to schedule Compensatory Time in accordance with the terms and conditions of this Section, the Union agrees to the following:

- i) Subject to the parties’ agreements and adoption of the alternative procedure described in Paragraph (b), the Union and its bargaining unit members agree to defend, indemnify, save and hold harmless the Village, its officers, agents

and employees, from any and all damages, costs, expenses and penalties arising from any complaint or allegation that these restrictions on the use of Compensatory Time do not comply with Section 7(o)(5) of the Fair Labor Standards Act regarding the use of Compensatory Time.

- ii) Any and all disputes that may arise between the parties, including disputes raised by the Union or by any bargaining unit member, as to the administration of this Section, shall be resolved through the grievance procedure of this Agreement. The parties' agreement to utilize the grievance procedure to resolve any disputes arising under this Section is based upon the authority vested in them under 8 and 15(b) of the Act, 5 ILCS 315/15(b). Such agreement is also made in reliance upon the Supreme Court's decision in *14 Penn Plaza LLC v. Pyett*, 129 S.Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of time due available to employees from their compensatory time banks as established under this Section do not comply with 7(o)(5) of the FLSA, 29 USCA 207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable 7(o) standards of the FLSA, the cash value of any time due in dispute based on the then-applicable overtime rate and shall have no authority to award any attorneys' fees or any penalties against the parties.

The parties agree that if the Union or a bargaining unit employee files a lawsuit or complaint in any form alleging a violation of Section 7(o), this arbitration agreement may be raised as an absolute defense to such lawsuit. The Union agrees that it will join the Employer in any motion to dismiss the lawsuit and/or to compel arbitration.

- e) Sunset or Village Buy Back Option. If any of the principles contained in this Article are found to violate the terms of the FLSA by a court of competent jurisdiction, the

Village may elect: (a) to have this Section immediately sunset, subject to the subsequent duty to meet and negotiate as provided in Article 19 of this Agreement; and/or (b) to buy back some or all time due to bargaining unit members immediately or over a reasonable period of time; and/or (c) to allow employees to utilize accrued Compensatory Time at mutually agreed times.

3.5 Overtime Rate - Employees shall receive overtime pay or compensation time, if applicable, at the rate of time and one-half their straight hourly rate for all work performed beyond their normally scheduled hours. Overtime shall be rounded to the next fifteen (15) minute increment.

3.6 Special Overtime – The Village acknowledges that certain work involving secondary employment has been regularly assigned and performed by bargaining unit employees and certain non-bargaining unit employees assigned to the Bureau.

Employees have been assigned the following positions as secondary employment during their off duty hours:

- Fire Prevention Bureau work duties, including, but not limited to public education.
- Off-Duty medical exams (ordered by the department).
- Project hours (must have prior approval)
- POC drill instruction or special training exercises.
- Assisting with new hire exams.
- Drill instruction and preparation (must have prior approval).

The Village agrees to continue its past practice with respect to such assignments during the term of this agreement.

In accordance with 7 (g) of the FLSA, the parties agree that the base rate for such secondary employment work shall be as follows:

Effective Date	FF/P Base Rate	FF/P Overtime Rate
January 1, 2019	\$25.34	\$38.00
January 1, 2020	\$25.97	\$38.95
January 1, 2021	\$26.62	\$39.93

Effective Date	LT/P Base Rate	LT/P Overtime Rate
January 1, 2019	\$30.25	\$45.38
January 1, 2020	\$31.01	\$46.52
January 1, 2021	\$31.79	\$47.68

All assigned hours worked in these positions shall be performed at 1 1/2 times the base rate listed above.

3.7 Callback/Call Overrun - Any employee required to stay beyond their normal shift release time of 08:00 due to a call overrun, or who is called back to duty for the purpose of staffing reserve equipment shall receive a minimum of one (1) hour pay at the overtime rate.

3.8 Hireback Policy - The following rules shall apply: The hireback distribution shall only apply to fill shift assignments covered by this Agreement.

- A computerized overtime list shall be established to track all hireback hours worked.
- Overtime hours shall be reset to zero annually.
- Special Event Hirebacks shall not count towards your main hireback hours.

The Fire Department Administration shall endeavor to work with current wireless communications devices currently carried by employees, where applicable. Procedures for selecting hirebacks shall be in accordance with SOG 1202 – 06/19R

3.9 Acting Officer – This provision shall be effective the date of the execution of the contract between the Village and the Union.

An employee must have the minimum requirements as defined by this section. Determining which employee fills the acting officer position will be chosen in the following order:

- a. The employees which have made the current final promotional list.
- b. Employees who participated and completed the most recent promotional examination.
- c. The next most qualified at the discretion of the Fire Chief or his designee.

All employees assigned to acting positions, either Acting Lieutenant or Acting Battalion Chief shall receive the pay differential between their position and the equivalent position they are

assigned to, i.e. firefighter/paramedic to Lieutenant Paramedic or Lieutenant to Battalion Chief.

3.10 Forced Back - If a hire-back is required, as determined by the Fire Chief or his designee, and there are no volunteers or an insufficient number of volunteers to fill a hire-back, an employee(s) from the off-going shift shall be forced back. The Shift Commander shall force back the employee that is permanently assigned to the off-coming shift, was/is on duty, and next in line on the Force Back list. Once an employee is made aware of a force back, the employee may obtain a qualified replacement to work the hours designated by the Fire Chief or his designee, subject to the Fire Chief's approval. An on-duty Union representative will also be notified by the Fire Chief's designee to assist in providing coverage for the hours. Forced back hours will not count towards overtime hours accrued. Forced back employees are forced back at the overtime rate. If a force back employee finds a qualified replacement, approved by the Fire Chief or his designee, the hireback hours will count towards overtime hours accrued.

The Force Back list shall be assembled in reverse seniority as of January 1, 2019 and reset each year. An employee who is forced back, regardless of the amount of time worked while forced back, will have his name rotated to the bottom of the Force Back List. Any employee who replaces a force back will not be rotated on the Force Back List. All new employees will be slotted at the top of the Force Back List. All Special Event hirebacks will be considered a forceback thus his name will be rotated to bottom of Force Back List.

3.11 Light Duty Hours - Light Duty assignments shall be assigned consistently with the provisions outlined in Fire Department SOG 1204 - 06/19R Light Duty Assignment.

3.12 Special Duty Pay - When approved by the Fire Chief, employees shall be paid for overtime hours to attend a state/federally declared disaster or related training based on an approved work log or (similar document) and in accordance with the reimbursement guidelines of the sponsoring agency. A supervisor or other responsible authority must sign the document.

Regular work hours (shift days), as defined in Section 3.2, shall be deducted from the total number of hours. For example: If the work log shows that an employee worked 72 hours in a seven day period, the employee's regular work hours (24-hour shift days) shall be deducted from the total

number of hours. The remaining hours shall then be paid at the Overtime Rate. Travel time is considered part of the work time for a deployment.

Any Vacation Days previously scheduled during a deployment shall be rescheduled during the same calendar year, if possible. At no time, however, shall a Vacation Day be rescheduled more than one year past the date of the deployment. Kelly Days are considered work reduction days and any hours worked on these days during a deployment shall be paid at the Overtime Rate.

3.13 Light Duty Work Assignments (Non work related Illness or Injury) -

The Department shall attempt to provide light duty assignments to employees unable to perform their regular duties as a result of an injury or illness that is not related to work performed for the Village. Light duty assignments are not automatic and will be offered on a case-by-case basis based on the employee's medical evaluation and the needs of the Department. It is clearly understood that nothing in this Section shall be construed to require the Village to create light duty assignments for an employee.

Before an employee is considered eligible for light duty, he/she must have a Return to Work/No Work Certification form, completed by a health care provider indicating the employee's ability to work light duty (and any applicable restrictions). The certification must also indicate a projected date for their return to full duty. The Fire Chief reserves the right to require the employee to submit to an evaluation by a health care provider selected by the Village for this purpose; if the two doctors disagree then the Union and the Employer will jointly select a third doctor to resolve the disagreement.

The Fire Chief shall make the final decision as to whether or not an employee will be offered a light duty assignment. While on light duty, an employee shall be in a recuperative mode from his/her injury or illness and shall conform to all limitations as outlined by the designated health care professionals and all applicable rules and procedures governing his employment. All applicable IRMA related forms must be submitted. The hours of work for employees on light duty shall generally consist of eight (8) consecutive hours per day, Monday through Friday, with one hour for lunch (unless alternate arrangements are agreed to by the Chief). Employees on light duty shall not respond to emergency calls. Employees shall not participate in any training that is physically

demanding. An employee on light duty assignment will be able to attend EMS PM Continuing Education monthly sessions to maintain his/her paramedic license (provided the Employee is medically released to do so).

When an employee is performing non-duty related injury or illness light duty assignments under this Section, the employee shall continue to receive his/her regular hourly rate for all hours actually worked up to 40 in a week. Any hours that an employee would normally be scheduled to work are considered approved but unpaid leave time unless the employee uses his/her earned benefit time pursuant to Section 8.6. For example, an employee who normally receives 50 hours of pay per week can receive a regular paycheck by actually working light duty for 40 hours and using 10 hours of benefit time. For purposes of this Section, an employee's "regular hourly rate" is computed based on the employee's annualized base salary divided by 2600 hours.

Employees assigned to light duty will accrue seniority, vacation and other leave time at the same rate as if they were assigned to 24/48-hour shifts. Any benefit time used while on light duty shall be hour for hour (e.g., off fifteen hours of leave time will be charged as fifteen (15) hours of sick time). An employee on light duty assignment may utilize sick time for physical therapy appointments during the week while in light duty status pursuant to Section 8.6. If an employee's vacation time had been scheduled for a time period for which he/she is later put on light duty, the employee shall be able to move his/her vacation days pursuant to SOG 1101-6/19R.

Generally, a non-duty injury or illness light duty assignment shall not extend past sixteen (16) weeks; the only exception is with the Fire Chiefs approval as a form of a reasonable accommodation provided by law.

The Fire Chief has the sole discretion in determining whether or not an employee is offered light duty work; approval will not be unreasonably withheld. If a grievance is filed pursuant to Article VII related to the Chiefs denial of a light duty assignment, the sole issue presented to an arbitrator is: "*Whether or not the Chief exercised his discretion in an arbitrary or capricious manner.*"

ARTICLE IV
WAGES AND COMPENSATION

4.1 Salary and Incentives - Annual wages paid to employees shall be set forth in Appendix B of this agreement.

If, at any time during the term of this Agreement, the Employer's portion of State-shared revenue from the Local Government Distributive Fund (LGDF), which is the Employer's share of the State income tax, is reduced by the General Assembly by 10% or more, then the Village may reopen the Collective Bargaining Agreement to renegotiate the wage increases agreed to. This re-opener obligation also may be triggered in the event of a 10% reduction in the Employer's Sales Tax and/or Personal Property Replacement Tax. If wage-reopener negotiations are triggered by this Section, the parties also may negotiate as to other factors to help offset such losses revenue enhancement and operational costs savings options.

4.2 Specialty Certifications - To be eligible for Top Grade level of wages firefighters must have completed the following certifications:

- Five years of employment
- Advanced Technician Firefighter
- Fire Apparatus Engineer

To be eligible for Top Grade level of wages, lieutenants must have completed the following:

- Incident Safety Officer
- Fire Officer I, Company Officer or Equivalent

Firefighters who currently receive Top Grade pay for holding certifications for Firefighter III, Hazardous Materials Ops, and Fire Apparatus Engineer shall retain Top Grade level.

4.3 Longevity - This pay will be paid to full-time employees as a means of recognizing an employee's extended years of service. Longevity Pay will be paid annually on December 31 based on continuous years of full-time service, calculated from the employee's anniversary date of employment. Employees must complete the required years of service by December 31 of each year to be eligible for the December payment. In all cases, the employee must be currently employed with the Village as of December 31 of each year to be eligible for that year's Longevity Pay. There will be no prorating of an annual Longevity Pay for partial years completed. If an annual longevity is paid prior to December 31 and the employee is not employed as of December 31 the employee must repay the Village such annual longevity payment with the last payroll check issued. The parties understand that Longevity Pay is included in the definition of "salary" for pension purposes. Longevity payments shall be included as part of the first regular payroll of December annually.

Longevity Pay shall be as follows:

<u>Continuous Years of Service</u>	<u>Annual Longevity Pay</u>
After 5 years	\$600.00
After 10 years	\$700.00
After 15 years	\$800.00
After 20 years	\$900.00

4.4 Holiday - The following holidays shall be recognized:

New Year's Day	President's Day
Memorial Day	4 th of July/Independence Day
Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day

In recognition of the above listed Holidays, each employee shall receive nineteen (19) hours of premium pay at their straight time hourly rate for each recognized holiday whether the employee works the holiday or not. To be eligible for such pay, the employee shall be on the active payroll on the day the recognized holiday is observed.

4.5 Pyramiding - Compensation shall not be paid (nor compensatory time taken) more than once for the same number of hours worked under any provisions of this Agreement, unless the Agreement expressly provides for payment.

4.6 Paramedic Preceptor - A program shall be established to provide a mentoring relationship between a paramedic student and a licensed and practicing firefighter/paramedic. The goal of the program is to provide the paramedic student with the necessary guidance to develop the knowledge and skills to meet the standards of the Fire Department as a paramedic.

For each paramedic student the Department shall assign a primary and a secondary paramedic preceptor. These preceptors, and any necessary replacements, shall maintain a mentoring relationship from the time they are assigned a student through the student's completion of all State of Illinois paramedic licensing requirements.

For each student the primary preceptor shall receive an additional five percent above his regularly hourly rate for all hours actually worked performing the duties of a paramedic preceptor. Should the primary preceptor be off of shift, the secondary preceptor would then be given five percent above his hourly rate for all hours worked performing the duties of a paramedic preceptor. If a primary and secondary preceptor work at the same station/shift, only the primary preceptor will be given five percent above his hourly rate for those hours with the student.

Qualifications for Preceptors

Preceptors shall be paramedics in good standing with the Northwest Community Hospital EMS System, and shall have at least three (3) years of service with the Mount Prospect Fire Department.

Requirements for Preceptors

Each preceptor shall: 1) have completed the Northwest Community Hospital EMS preceptor orientation program; 2) be nominated by their assigned Lieutenant and Battalion Chief to participate in the program.

ARTICLE V
MANAGEMENT RIGHTS - RULES AND REGULATIONS

5.1 Management Rights - The Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects not given up by the terms of this agreement, and to manage and direct its employees, to make and implement decisions with respect to the operation and the management of its operations, in all respects as authorized under Constitution and laws of the State of Illinois. These rights and authority include, but are not limited to, the following: to determine the mission of the Village, to plan, direct, control and determine all the operations and services of the Village; to determine the Village's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment, and to employ personnel; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime, to determine the methods, means, organization and number of personnel by which operations are conducted; to make, alter and enforce rules, regulations, orders and other policies which are promulgated under the Mount Prospect Personnel Rules, the Mount Prospect Fire Department Standard Operating Procedures Manual and Fire Department Rules and Regulations; to evaluate employees; to discipline employees, to change or eliminate existing methods equipment or facilities; provided however that the exercise of any of the above rights shall not be inconsistent or in conflict, with any of the specific terms or provisions of this agreement.

5.2 Rules and Regulations -

- a) Employees shall be provided with access to all existing written rules and regulations.
- b) It is understood that new or revised written rules, regulations, policies and procedures are established by the Village from time to time. The union shall be given written notice of any proposed additions or changes to existing written rules. When the proposed change relates to a subject that is mandatory subject of bargaining that is not expressly covered by an existing term of this agreement, the union shall be allowed a fourteen (14) day period to present its comments prior to the proposed rule becoming effective. If the union requests; within such fourteen (14) day period, the Village shall meet with the union to discuss its concerns or

objections. In the event that such meeting(s) fail to resolve the union concerns or objections, the Village may implement its proposed rule on an interim basis pending full negotiations for the successor contract. Such interim implementation shall be without prejudice to the union rights to decisional bargaining as to the rule and in the event an impasse is reached as to the rule any impartial arbitrator selected pursuant to the IPELRA Section 14 process shall treat the rule as a proposed rule not an existing rule. Normally any new or revised written rule, regulation, policy or procedures shall be posted no less than thirty (30) days before becoming effective or enforceable.

ARTICLE VI
NO STRIKES - NO LOCKOUTS

The Union, its officers and agents, and the employees covered by this Agreement, agree not to instigate, promote, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of operations for any reason. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village will not lock out any employees during the term of the Agreement as a result of a labor dispute.

In addition, in the event of a violation of this Article, the Union agrees to inform its members of their obligation under this agreement and to direct them to return to work.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1 Definition of Grievance - The parties agree it is desirable that any grievance, as herein defined, be settled fairly and promptly as it arises. A Grievance is defined as a dispute or difference between an employee and/or the Union and the Village with respect to the meaning or application of the terms of this Agreement. Accordingly, the parties agree that the procedures outlined in Section 7.3 of this Agreement shall be used exclusively for the resolution of all such Grievances.

7.2 Grievance Committee Representatives - The Union shall designate a committee which shall represent the employees covered hereunder with regard to all matters pertaining to the Grievance Procedure. These members shall hereafter be referred to as a Grievance Committee.

7.3 Grievance Procedure - When an employee believes they have experienced or become aware of a matter that may give rise to a Grievance they shall have the ability to work informally with the Village to resolve the matter. If during this period of informal resolution the matter is not resolved to the employee's satisfaction, they shall be required to present a formal Grievance to their immediate supervisor within the 14 day specified time period. All formal Grievances shall be documented on the Grievance Form (dated August 2012), located on the Village's employee intranet, and shall include a statement of summary relevant facts and a reference to the applicable provision(s) of this Agreement that were violated.

All formal Grievances shall be filed no later than 14 calendar days from the date of the first occurrence of the matter giving rise to the Grievance or 14 calendar days from the date the grievant knew, or should have known, of the matter giving rise to the Grievance, but in all cases no later than 28 days from the date of the first occurrence of the matter giving rise to the Grievance.

The following outlines the formal steps of the Grievance Procedure:

Step 1: Supervisor

Step 1 shall be initiated when an employee presents their supervisor with a formal Grievance using the Grievance Form. The employee shall document this date on the Grievance Form as the "Notification Date" and the supervisor shall sign and date the document. Once notified, the supervisor shall have seven calendar days to schedule a meeting with the employee to discuss the Grievance and notify the Union of the meeting date. The employee shall document this date on the Grievance Form as "Meeting Date." At the meeting, the

supervisor shall, at a minimum, present the employee with the following pertaining to their Grievance:

- Pertinent Village and/or Fire Department Policies and Standard Operating Guidelines,
- Pertinent collective bargaining agreement sections, and
- Supporting documentation (i.e. roster).

After the meeting with their supervisor, the employee shall have seven calendar days to decide if they wish to appeal the Grievance to the Union Grievance Committee and proceed to Step 2. During this seven day time frame, the supervisor shall attempt to resolve the Grievance. The employee shall document the result of the meeting and any related comments on the Grievance Form before proceeding to Step 2.

If the supervisor does not meet with the employee within seven calendar days of the Notification Date, or provide a response within seven calendar days of the Meeting Date, the employee shall notify the Union and the Grievance shall automatically proceed to Step 2.

Step 2: Grievance Committee

Step 2 shall be initiated when the employee presents the Union President or Vice-President with their Grievance Form for appeal to the Grievance Committee. The employee shall document this date on the Grievance Form as the “Notification Date.” The Grievance Form shall be disseminated to the Grievance Committee members for consideration. It shall be the Grievance Committee’s responsibility to determine if the Grievance has sufficient merit to be processed further. The Grievance Committee shall document their recommendation and any related comments on the Grievance Form and shall sign and date the document.

If the Grievance Committee determines that the Grievance has sufficient merit to proceed, it shall be forwarded within 14 calendar days of the Step 2 Notification Date. Grievances initiated by a Firefighter shall proceed to Step 3. Grievances initiated by a Lieutenant shall proceed to Step 4.

Step 3: Battalion Chief

Step 3 shall be initiated when the Grievance Committee submits a copy of the Grievance Form to the Battalion Chief. The Grievance Committee shall document this date on the Grievance Form as the “Notification Date” and the Battalion Chief shall sign and date the document. Once notified, the Battalion Chief shall have seven calendar days to schedule a meeting with the employee and/or a Grievance Committee representative to discuss the Grievance. The Grievance Committee shall document this date on the Grievance Form as “Meeting Date” and shall indicate whether a representative of the Committee shall be present. The Grievance Committee representative shall have the ability to present written statements at the meeting. During the meeting, the Battalion Chief shall present the

employee and/or Grievance Committee representative with any additional supporting documentation pertaining to the Grievance.

After the meeting with the Battalion Chief, the Grievance Committee shall have seven calendar days to decide if they wish to appeal the Grievance to the Fire Chief and proceed to Step 4. During this seven day time frame, the Battalion Chief shall attempt to resolve the Grievance. The Grievance Committee shall document the result of the meeting and any related comments on the Grievance Form and shall sign and date the document before proceeding to Step 4.

If the Battalion Chief does not meet with the employee and/or Grievance Committee representative within seven calendar days of the Notification Date, or provide a response within seven calendar days of the Meeting Date, the Grievance Committee shall notify the Union and the Grievance shall automatically proceed to Step 4.

Step 4: Fire Chief

Step 4 shall be initiated when the Grievance Committee submits a copy of the Grievance Form to the Fire Chief. The Grievance Committee shall document this date on the Grievance Form as the "Notification Date" and the Fire Chief shall sign and date the document. Once notified, the Fire Chief may meet with the employee and Grievance Committee representative, but shall reply to the Grievance in writing within seven calendar days of the Notification Date.

After receipt of the Fire Chief's written reply, the Grievance Committee shall have 14 calendar days to decide if they wish to appeal the Grievance to the Village Manager and proceed to Step 5. The Grievance Committee shall document the date the Fire Chief's written reply was received on the Grievance Form as the "Date Reply Received." The Grievance Committee shall also document whether or not the reply resolved the Grievance and any related comments and shall sign and date the document.

Step 5: Village Manager

Step 5 shall be initiated when the Grievance Committee submits a copy of the Grievance Form to the Village Manager, or his designee. The Grievance Committee shall document this date on the Grievance Form as the "Notification Date" and the Village Manager, or his designee, shall sign and date the document. Once notified, the Village Manager, or his designee, shall investigate the facts and circumstances as he deems necessary and shall reply to the Grievance in writing within 21 calendar days of the Notification Date.

After receipt of the Village Manager's written reply, the Grievance Committee shall have 15 business days to decide if they wish to submit the Grievance to arbitration and proceed to Step 6. The Grievance Committee shall document the date the Village Manager's written reply was received on the Grievance Form as the "Date Reply Received." The Grievance

Committee shall also document whether or not the reply resolved the Grievance and any related comments and shall sign and date the document.

Step 6: Arbitration

Step 6 shall be initiated when the Grievance Committee notifies the Village Manger, in writing, of their intention to submit the Grievance to arbitration. The Grievance Committee shall document this date on the Grievance Form as the “Notification Date” and the Village Manager, or his designee, shall sign and date the document.

Once notification occurs, the Village and the Union shall have ten business days to agree upon an arbitrator. If the Village and the Union fail to agree upon an arbitrator, either or both parties shall request that the Federal Mediation and Conciliation Service (FMCS) submit a panel of seven arbitrators who are members of the National Academy of Arbitrators and are residents of Illinois, Indiana or Wisconsin. Both the Village and the Union shall then have the right to strike three names from the list. The parties, by a toss of a coin, shall determine which party shall first strike one name. The other party shall then strike one name and the process shall be repeated twice. The remaining named person shall be selected as the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. The Grievance Committee shall document the name of the selected arbitrator on the Grievance Form and shall sign and date the document.

The parties shall notify the FMCS of the name of the selected arbitrator. The FMCS shall then notify the selected arbitrator and request the scheduling of a mutually agreeable date for the arbitration hearings. Upon conclusion of the arbitration hearings, the Grievance Committee shall document the arbitrator’s ruling on the Grievance Form.

Copies of the Grievance Form shall be distributed to the Village (Fire Administration) and the Union for record keeping purposes following every step of the Grievance Procedure.

7.4 Arbitrator’s Authority - It is agreed that the authority of the Arbitrator is limited to the interpretation or application of the provisions of this Agreement respecting the Grievance in question, and he shall have no power or authority to render any decision contrary to or inconsistent with, or adding to or modifying or amending, any of the provisions of this Agreement.

7.5 Decision and Fee - The decision of the Arbitrator, within the limits herein prescribed, shall be final and binding on all parties to this Agreement. The fee and expenses of the Arbitrator and obtaining a panel from the FMCS shall be borne equally by the Village and the Union. No other joint expenses shall be incurred except by mutual agreement of the parties.

7.6 Time Limits - The parties subscribe to the principle of prompt resolution of Grievances and, therefore, they agree that the time limits set forth in Sections 7.3 and 7.6 must be complied with for the Grievance to be considered, unless there is an agreement in writing extending any such limit. If the Village or its representatives do not reply within the time limits specified, the grievance shall be deemed to have been automatically appealed to the next step of the Grievance and Arbitration procedure unless the Union provides written notice to the Village that the grievance is withdrawn.

7.7 Union Rights - No grievance, except a Step 2 Grievance, may be discussed unless the Union is notified and afforded an opportunity to have a Grievance Committee Representative be present at any settlement conference. No settlement made shall be inconsistent with the terms of this Agreement between the Village and the Union and any settlement reached shall be without precedential value unless approved in writing by the Union and the Village. It is acknowledged that the Union has the right to exercise its discretion to refuse to process an employee's Grievance consistent with its duty of fair representation.

7.8 Standards for Processing Union Grievances - The parties jointly acknowledge that the IPLRA (as it may be amended from time to time) establishes the following standards to the processing of grievances. Labor organizations recognized by a public employer as the exclusive representative or so designated as representing the interests of all of the employees in the unit in accordance with the provisions of this Act are responsible for representing the interest of all public employees in the unit. Nothing herein shall be construed to limit an exclusive representative's right to exercise its discretion to refuse to process grievances of employees which are unmeritorious.

ARTICLE VIII
LEAVES OF ABSENCE

8.1 Vacation -

- (a) Policy - Employees accrue Vacation as set out in the accrual schedule below, based on the number of continuous years of service. Continuous years mean any period of employment uninterrupted by termination of employment or non-Family and Medical Leave Act leave of absence. An employee shall calculate his years of service as of the employment anniversary date. Anniversary dates are determined by the day of the month employees begin work.
- (b) Accrual - Vacation shall accrue on a bi-weekly pay period basis. Pay period accruals shall be credited as earned based on the accrual schedules and policies listed below, with the accrual rate being calculated on the number of continuous years of service attained by the employee. The accrual rate shall automatically increase from one step to the next on January 1 provided the employee is on the Village's active payroll as of January 1 of that year and the employee's accrual rate is due to increase in that calendar year.

Probationary Firefighters - Firefighters who have satisfactorily completed six (6) continuous months of service, but less than one (1) year of continuous service shall receive Vacation during their calendar year of hire as follows:

<u>Date of Hire</u>	<u>Vacation Days</u>
January 1 to February 28/29	5
March 1 to April 30	4
May 1 to June 30	3

Probationary Firefighters employed after June 30 shall receive no vacation time in the calendar year of hire, however, those who have satisfactorily completed six (6) months of service shall receive, in addition to their regular annual Vacation earnings, a lump sum of Vacation shall be added to the accumulated vacation time for use in the new calendar year according to the following schedule:

<u>Date of Hire</u>	<u>Vacation Days</u>
July 1 to July 31	3
August 1 to August 31	2
September 1 to September 30	2
October 1 to October 31	1
November 1 to November 30	1
December 1 to December 31	0

Thereafter, Vacation time shall be accrued in the same manner as all other Firefighters.

Firefighters - The Vacation accrual schedule for Firefighters on twenty-four (24) hour shift shall be as follows:

<u>Level of Service</u>	<u>Accrual</u>	<u>Vacation-Days Off</u>	
<u>Attained any time</u>	<u>Rate in Hours</u>	<u>In</u>	
<u>During Calendar Year</u>	<u>Per Bi-Weekly Pay Period</u>	<u>Hours</u>	<u>Days</u>
Less than 1 Year	0	(See Probationary)	
02 + Years	4.62	120	5
06 + Years	5.54	144	6
08 + Years	6.47	168	7
10 + Years	7.38	196	8
12 + Years	8.31	216	9
14 + Years	9.24	240	10
20+ Years	10.15	264	11

- (c) Use and Accrual - Employees shall not be allowed to use Vacation time which has not yet accrued without written approval of the Fire Chief or Village Manager of vacation days assigned to the level of service depicted in the Table above.
- (d) Upon Termination – Employees terminating employment shall be eligible for payout of accrued vacation which may be accumulated but unused at the time of termination. If at the time of termination the employee has utilized vacation time prior the actual accrual of vacation time, the employee shall have sick leave hours deducted from the employee’s total accumulation equal to the amount of vacation hours the employee previously utilized.
- (e) Selection – Selection of Kelly and Vacation time shall be consistent with Vacation and Kelly Day usage SOG 1101- 6/19R . It shall be the responsibility of all Battalion

Chiefs to see that the process is completed correctly and equitably.

Employees shall be allowed to select their accrued vacation allotments from up to four (4) slots which shall be made available each duty day of their shift provided that the slot has not been scheduled off as a Kelly Day. Kelly Day and Vacation selection are due in the Fire Chief's office on or by December 1st of the current year.

8.2 Union Business - The use of paid work time and department equipment for union business shall be subject to regulation by the Fire Chief. The Fire Chief shall have the authority to deny requests which are not consistent with existing regulations and practices or which in his judgment adversely affect departmental operations or interests.

8.3 Personal Days - Employees accrue forty-eight (48) hours of Personal Time usage annually. Usage of personal days shall be in accordance with SOG 1102 – 6/19R Attached as Appendix K). Employees cannot use personal time in less than one (1) hour increments. Any unused personal days available at the end of the calendar year shall be converted to sick leave hours. There shall be no carry over of personal day hours from one calendar year to the next..

8.4 Sick Leave - Policy, Accrual, Reimbursement, and Guidelines -

- (a) Policy - It is the responsibility of the employee to notify the Battalion Chief before 0630 prior to the beginning of the employee's shift in order to receive compensation while absent on Sick Leave unless exigent circumstances prevent such notice, in which event the employee shall provide the earliest notice feasible. An employee absent for two (2) consecutive duty days or more shall present the Fire Chief with a medical certificate from his attending physician which gives the reason for the absence and the physician's recommendation that the employee may return to work. Unexcused absences without verifiable cause may be subject to disciplinary action.
- (b) Accrual - Effective January 1, 2008 and continuing annually thereafter, employees shall earn sick leave at a rate of twelve (12) hours per month, or 144 hours per year/6 shifts per year. Employees must accumulate Sick Leave up to a base number of hours

of seven hundred twenty (720) hours or thirty (30) days before consideration of additional sick leave hours is available. The employee may, at his option, continue to accumulate up to a maximum of one thousand one hundred fifty-two (1,152) or forty-eight (48) days. Any unused personal hours available on December 31 will automatically be converted to sick leave hours and be added to the employee's total accumulated sick leave total effective January 1 of the new calendar year.

- (c) Reimbursement - Once an employee reaches the base number of hours of accumulated Sick Leave seven hundred twenty (720) hours, the employee has the option of receiving a cash payment equal to fifty percent (50%) of the accumulated Sick Leave above the base number of hours. If the employee does not choose to cash in any sick leave hours above 720 hours the employee shall not receive any cash. The value of the sick leave at the time of cash out shall be based on the number of hours cashed in and the hourly rate at the time the cash out is processed. Employees shall be notified between December 31 and January 15 in writing from the Finance Department summarizing the total number of accumulated Sick Leave hours, including any personal hours that may have been converted from the previous year. The employee must affirmatively indicate whether they wish to cash out any Sick Leave hours. If the employee wishes to receive cash payment, he must designate the number of hours he wishes to be paid for. This number shall then be reduced from the total available Sick Leave hours, and the cash payment shall be calculated on fifty percent (50%) of the hours the employee designates for payment. If the employee does not choose to cash in any sick leave hours above 720 hours the employee shall not receive any cash. Once an employee accumulates Sick Leave above the maximum number of hours (1152), the Village will automatically cash out an amount equivalent to an annual cash payment equal to fifty percent (50%) of the number of hours over the maximum to the employee annually.
- (d) Guidelines - Sick Leave will be allowed only in case of medical necessity or actual sickness of the employee, or his immediate family member in compliance with the

Illinois Sick Leave Act. Any violation may result in disciplinary action. Officers must exercise professional discretion regarding the nature of the employee's illness or injury and the distribution of this information. The employee is required to provide accurate information concerning the type of illness or injury, and the expected duration of absence.

8.5 Duty Injury, Illness, Disability (Workers Compensation) Leave - Any Firefighter injured on the job shall be covered under the applicable state regulations that provide for the employee's rights under worker's compensation act (820 ILCS 350). Employees who are injured on the job shall continue to receive their regular salary for up to one (1) year, without charge to their regular benefits and accrued leave as required by Public Employee Disability Act (5 ILCS 345/1). Employees shall sign and deliver any Workers' Compensation or similar payment to the Village while receiving the salary continuation benefits applicable.

8.6 Family and Medical Leave - The Village will comply with the Family Medical Leave Act (FMLA) as described in the Employee Village Handbook Family and Medical Leave Policy, effective August 5, 1993 (revised February 2008).

8.7 Education Leave - Employees upon written request to the Fire Chief may be granted, a leave of absence without pay, not to exceed 40 duty days in one (1) year for educational purposes. If leave granted under the Section is for education which is related to fire service, seniority shall accumulate during said leave; however, no other paid time off benefits shall continue including accumulation of paid time off hours during this unpaid period. Leave under this Section may be extended upon mutual agreement of the Village and the employee. The Village has the right to require a transcript to prove that the employee satisfied the Education Leave requirement.

8.8 Vacation Pay on Separation and Return -

- (a) **On Separation** - Upon separation from employment, employees shall receive Vacation pay at their latest hourly rate of pay for all accumulated but unused Vacation shift days. If at the time of separation from employment the employee has previously utilized vacation time that has not yet accumulated the employee shall have sick leave hours deducted from their total accumulation in an amount equal to

the number of vacation hours the employee has utilized, but not yet accumulated. In the event that the employee does not have enough sick leave hours to cover the previously utilized vacation days, they shall have their final payroll check reduced by the value of the vacation hours previously utilized, but not yet accumulated.

- (b) Upon Return To Duty From Duty Injury, Illness, or Disability Leave - Employees who return to duty after a duty injury, illness, or Disability Leave shall receive the number of vacation hours credited to their total accumulated vacation hours that would normally have been accumulated during the period of absence. The use and scheduling of such accumulated Vacation time will be selected and rescheduled only on "available" days as specified in Section 8.1. If such days are not available, they shall be carried over to the next calendar year and shall be selected first from the days available in January and February.

8.9 Accrual of Benefits and Compensation While on Leave - During all periods of Vacation, Workers Compensation Leave (duty injury, illness or disability), Sick Leave and periods of paid leave of thirty (30) days or less, employees shall continue to accrue seniority and all employee benefits. During all periods of paid leave employees shall receive all scheduled salary and pay step increases.

8.10 Witness Leave - Any employee required by subpoena to attend an attorney interview, give a deposition or to testify with respect to a lawsuit in which the Village is party or which arises out of the employee's employment by the Village, upon notification to the Fire Chief, shall be excused from work at a time approved by the Fire Chief without loss of pay for the period of time the employee is required to be away from work. If such activity is required outside the employee's regularly scheduled work hours, the employee shall be compensated at the overtime rate for actual hours required. The employee shall turn in any fees other than travel expenses received to the Village. This provision shall not apply to any situation which the employee testifies or otherwise takes a position adverse to the interests of the Village.

8.11 Military Leave - The Village shall provide Military Leave in accordance with all applicable Federal and State laws as cited herein including the Illinois Serviceman's Employment Tenure Act and the Illinois Military Leave of Absence Act, 330 ILCS 60/4.

Additional conditions regarding Military Leave are as follows:

- The employee shall submit a copy of his/her military orders to the Chief, via the chain-of-command, prior to his/her departure for any military leaves that will require an absence from work longer than one duty day.
- The employee may be required to provide a letter from his/her Commanding Officer describing the reason for any additional training (not including the monthly weekend duty and/or the two week active duty period).
- Subsequent to any limitations provided under applicable Federal or State law, employees shall be required to ensure that his/her EMT-B and/or EMT-P status remains current subject to state waivers for certification.
- As soon as possible following any mandatory reservist training, the employee shall provide the Fire Department administration with documentation as proof of their having attended the training. Twenty-four (24) hour shift personnel shall refer to the Village's employee handbook (Section VI (e) - General Leave Policy) for general guidelines explaining the use of Military Leave so long as such provisions are with consistent with the terms of this section.

8.12 Jury Duty - An employee who is required to serve on a jury scheduled at a time that would cause the employee to lose regular pay shall be granted leave with pay for such time lost to participate in such a jury. The leave time necessary to participate in a jury shall not be charged to any accumulated paid time off hours. Employees must provide a copy of the jury summons to the Fire Chief or his designee as soon as possible so that the necessary shift scheduling may be altered. Employees may retain pay from the court for jury duty in addition to their leave. Specific jury procedures are outlined in SOG 1107, issued 2/14R.

8.13 Bereavement Leave - In the event of a death in the immediate family of an employee, the employee will be granted one (1) duty day of leave with pay. For this purpose, immediate family consists of the employee's spouse, children, mother, father, sister, brother, grandchild, grandparent and the spouse's immediate family as well as the "step" equivalents thereof. As a condition to granting of any such leave, the employee may be required to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee. If the employee desires to take additional time off due to a bereavement, the employee shall utilize personal time.

ARTICLE IX
SENIORITY

9.1 Definition - For the purposes of the Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Village as a sworn and commissioned firefighter since his/her last day of hire. Except where specifically noted in this Agreement, seniority amongst Lieutenants shall derive from their date of promotion. Seniority shall accumulate during all authorized leaves. Seniority shall not accumulate from the first day of any authorized unpaid leaves of absence six continuing months. If more than one person is hired on the same day, seniority preference will be established by final eligibility as posted on the official eligibility list by the Village of Mount Prospect Board of Fire and Police Commission.

9.2 Probationary Period – All new employees shall serve a probationary period of 2472 hours of creditable service while on his (24) twenty-four shift from date of hire as a full-time employee in a position covered by this agreement. Time on shift shall be logged and maintained electronically. Time absent from shift that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period, nor shall any absence from more than two (2) consecutive scheduled shifts apply toward satisfaction of the probationary period. In such event, the employee's probationary period may be extended for the number of hours necessary to make up for any service not credited toward the 2472 hour probationary period. During an employee's probationary period, the employee may be terminated without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Police and Fire Commissioners to contest such termination.

Probationary employees shall be required to obtain all certifications which are established as mandatory conditions of employment prior to completing their probation. Certifications shall include Basic Firefighter and ILDH-Paramedic certifications. Time spent obtaining those certifications shall not count towards the hours necessary to complete one's probationary period. In the event that an employee who is required to be a certified paramedic and basic firefighter has not obtained such certifications within the probationary period, the employee's probationary period may be extended for a period sufficient to accommodate the additional time required to obtain such certifications, but

the employee may not be terminated without cause as to any matter other than failure to obtain the mandatory paramedic and Base Firefighter certifications and properly perform the duties covered by the certifications within such extended period.

Should the Chief determine that a new employee has not met the requirements of satisfactorily completing the probationary period as set forth above, but wishes to consider extending the probationary period, then for reasons other than not obtaining a paramedic certification, the employee's probationary period may be extended subject to the following conditions:

1. The union agrees to the extension.
2. A four member Apprenticeship Committee shall be established to review and monitor an employee's performance during his extended probationary period. Two members shall be bargaining unit employees nominated by the Union President, to be approved by the Chief, who are on the employee's same shift, with one being a Lieutenant and one being a Firefighter; and the other two consisting of the Deputy Chief and Battalion Chief assigned to the employee's shift, as that may change from time to time.
3. The extended probationary period for newly hired employees under this Section shall not be more than one (1) year, but in no event more than twenty-four (24) months from the date of hire. Before the completion of this extended twelve (12) month probationary period, a probationary employee may only successfully complete the extended probation if three of the four Committee members so agree.

The Fire Chief shall have sole discretion to terminate a probationary employee prior to the completion of the employee's twelve (12) months of probationary employment.

There shall be no seniority among probationary employees, except for purposes of layoff, overtime distribution and vacation scheduling. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to the date of hire in a position covered by this agreement.

9.3 Certificate of Appointment - In compliance with the requirements of the Municipal Code, 65 ILCS 10-2.1-4, all employees who are members of the bargaining unit shall be issued Certificates of Appointment by the Mount Prospect Fire and Police Commission. Such Certificates

shall be issued no later than 30 days after the completion of the probationary period. For employees who have been appointed prior to the effective date of this contract, Certificates of Appointment shall be issued no later than 30 days after the execution of this agreement.

9.4 Layoff and Recall - Employees rights in relation to any layoff and their rights to recall from layoff shall be provided under the provisions of 65 ILCS 5/10 2.1-18.

ARTICLE X
HEALTH AND WELFARE

10.1 Medical Exams - As a condition of continued employment, employees will be required to undergo periodic medical examinations. Any alcohol and drug screening shall be in accordance with Article 11.4 of the current contract. Medical exams will be scheduled according to NFPA 1582, Standard on Medical Requirements for Firefighters. The goal of the Department is to comply with NFPA 1582 as fiscally as possible. The medical facility will be chosen by the fire department and all members will be required to utilize the contracted medical facility. The fire department will pay for all tests associated with the exam. If an individual needs to use their own physician for their medical exam, they must provide in writing the reason for their request for Fire Chief approval.

Following the medical exam, the fire department will receive a cover letter stating whether the individual is physically fit and medically able to perform the duties of a firefighter. The complete medical report will be given directly to the individual and a sealed copy will be kept in a secure file at headquarters for emergency access. All medical examination appointments will be scheduled on the employee's regular scheduled shift day.

10.2 Group Health and Medical Insurance - Employees may participate in the available health and medical insurance plans offered by the Village. A Prescription Drug Card shall be included in the group health care benefit program. New employees and their dependents may enroll within thirty-one (31) days of employment according to applicable insurability regulations. Employees and their dependents have an opportunity to enroll or change plans during open enrollment, which shall be announced thirty (30) days in advance of the actual open enrollment period. Employee contributions shall be made through payroll deductions and be automatically deducted on a pre-tax basis. Employee rates of contribution toward the cost of such insurance are set forth in Appendix "G" attached hereto and made a part hereof. Further explanation of the plan, eligibility, benefit descriptions, exclusions and employee rights are contained in the then applicable Medical Benefit Plan booklet.

Village will offer an optional insurance incentive program to bargaining unit members who opt out of the Village's group health insurance plan. To participate in the program, an employee

must provide proof of alternative insurance coverage (e.g. through a spouse's health insurance plan). Employees participating in the program will receive an annual monetary incentive of \$1000 per year, payable quarterly as part of a regular payroll check. Should an employee have a major life event (death effecting coverage, employment termination effecting coverage, marriage/divorce effecting coverage, reaching maximum benefit of coverage) in which they would no longer be covered by an alternate health insurance plan, the employee could return to the Village health insurance plan in effect at the time of the return request subject to remaining plan details and eligibility requirements. In the event of a return request the employee will be responsible for re-payment of any quarterly opt out payment previously paid in the quarter for which a return request is made.

10.3 Group Health and Medical Insurance: Surviving Dependents - The Village recognizes and agrees to comply with its legal obligations under the Illinois "Public Safety Employee Benefits Act:", 820 ILCS 320/1, *et seq.*

10.4 Life Insurance - Life insurance coverage and Accidental Death and Dismemberment (A.D. & D.) insurance coverage shall each be provided to all employees by the Village. Life insurance coverage shall be equal to \$50,000 term life insurance. In the event of an employee's death, the full amount of insurance will be paid to the employee's beneficiary according to the provisions of the policy. The Village will endeavor to make available for purchase additional life insurance; however, the Village does not guarantee such additional insurance is available and if available must be purchased in compliance with any applicable IRS regulation.

10.5 Dental Insurance - The Village shall continue to offer optional enrollment in the dental plan provided the required minimum number of employees contribute as defined by the vendor. Employees shall elect to participate annually and within thirty-one (31) days of hire for new employees.

10.6 IRC 125/Flex-Comp Program - The Village shall maintain a Flexible Compensation Plan whereby employees will be able to defer pre-tax earnings into individual spending accounts to be used for un-reimbursed medical expenses, dependent care costs up to a specified limit, and additional life insurance (provided such is applicable under IRS regulations). Employees shall elect to participate in the program annually and within thirty-one (31) days of hire for new employees.

10.7 Employee Assistance Program - The Village provides short-term, voluntary, confidential counseling for full-time employees and their dependents. Counselors can be reached 24 hours a day. Human Services Department Counselors are also available for employees and dependents.

10.8 Deferred Compensation Programs - Employees may voluntarily join a deferred compensation pension program to supplement amounts received as their pension at retirement. Deferred Compensation Program plans allow any full-time or permanent part-time employee an opportunity to defer tax sheltered dollars into their programs. Employee elected contributions to this program shall be made through payroll deduction. Specific information can be obtained from the Finance Department.

10.9 Credit Union - Any employee may join a Village recognized Credit Union. Employee elected contributions to the credit union shall be made through payroll deduction. Details on joining a credit union can be obtained from the credit union directly or by contacting the Finance Department.

10.10 Post Employment Savings Account

Upon retirement, any payments otherwise due to eligible employees for unused accumulated sick leave in accordance with Article 14.1.d. shall be paid to the employee's Post Employment Savings Account (PESA) as described in the participation agreement.

Contributions to the PESA shall be made to a trust to be established in accordance with Section 501(c)(9) of the Internal Revenue Code. The Village shall contribute such deductions to the plan administrator of the PESA in accordance with the requisite Employer Participation Agreement. Employees shall be responsible for PESA administrative fees. The Union agrees to indemnify and hold the Village harmless against claims by employees arising out of the Village's making and contributing the deductions specified in this Article, and any claims or liability with respect to the tax treatment of such amounts, provided that such deductions are made in accordance with this Article and paid to the plan administrator in accordance with the Employee Participation Agreement established under this Article. Any sick leave conversion funds paid at the time of retirement shall be

paid into an employee's Post Employment Savings Account for the purposes of payment of health insurance premiums and other eligible expenses under the plan.

ARTICLE XI
GENERAL PROVISIONS

11.1 Trade Days - Employees may Trade duty shifts in accordance with procedures in this section. The Trade policy is intended for only shift personnel that work on 24 hour shifts. All trade days are considered with the recommendation of the Company Officer and may be subject to the final approval of the Fire Chief. Trade days will be in conformance with all department procedures, FLSA rules and this section. Trade days are designed to allow shift employees time off when other means are unavailable. These may be suspended or removed if an employee violates departmental procedures. Proper staffing at each station and scheduled events will be considered before granting a trade day.

The program will follow these guidelines:

- To ensure the continuity and smooth operation of the shift all trades should be available for approval prior to 0630 of the first day of the trade.
- If, due to unanticipated circumstances, the request cannot be submitted prior to 0630 the Shift Commander will approve the trade as long as a qualified employee is available to work the day. These trade requests will be subject to review by the Deputy Chief and any abuse of the Trade Day policy will be subject to disciplinary action.
- Trade days that cause a hire back or any member to be paid acting officer pay will be denied or canceled.
- The Employee who is requesting the trade day may only trade shifts with an employee of the same rank and job description, and who is capable of doing the same job requirements. Trades of time off days within the 28 day cycle should be approved between ranks and job descriptions, providing they do not cause potential hirebacks or acting pay. Trades of vacation days across the 28 day cycles should also not create a problem, but this must be within original vacation pick parameters and at the discretion of the Battalion Chief. If the trade has the potential of a hireback or acting pay, the Battalion Chief has the authority to deny the trade.
- The clerical responsibility of the "Trade Day Agreement" shall be that of the trade day

requester. The requester shall be sure the request is completed and is properly logged in the paperless system by a Battalion Chief or Acting Battalion Chief, before the day of the trade. In the event the paperless system is down, Appendix E shall be utilized.

- The employee who is provided relief on the day of the trade has the responsibility to ensure that whom he/she traded with will show up. If for any reason the fill-in does not complete his/her requirements, the employee assigned to that shift shall be docked that pay for being absent.
- All trade days between two members shall be completed within the same Mount Prospect Fire Department shift calendar year unless the trade is initiated within the last three months of the calendar year (Oct 1-Dec 31, if so the trade may be paid back within the first three months Jan 1-Mar 31 of the new calendar year). Any change to the original "Trade Day Agreement" shall take the form of a memo and follow the proper chain of command.
- No three way trade days shall be allowed.
- The Mount Prospect Fire Department shall not bear the responsibility for any trade days that are not honored, such as, due to an injury where a firefighter cannot complete his part of the trade day agreement.

11.2 Joint Safety Committee - There shall be a six (6) member Joint Safety Committee under the direction of the Fire Chief. Three (3) members shall be selected by the Union and the remaining three (3) by the Fire Chief, one Battalion Chief and two Lieutenants. The Committee shall meet from time to time and:

- (a) Review and to the extent possible resolve employee safety complaints.
- (b) Make recommendations to the Fire Chief and the Village concerning safety conditions, facilities, apparatus, protective equipment, protective clothing, procedures, safety rules, accident prevention and other safety matters.

11.3 Indemnification of Employees - The Village agrees it will indemnify and hold harmless, and will provide necessary legal representation for an employee covered by this Agreement as required by applicable state law. As a condition to receiving such indemnification and representation, the employee shall fully cooperate with the Village and its representatives during the

course of the investigation, administration, or litigation of any such claim or cause of action covered by this provision.

11.4 Drugs and Alcohol, Employee Confidentiality, Chronic Communicable Diseases -

The agreements of the Village and the Union relative to Drugs and Alcohol, Employee Confidentiality, Chronic Communicable Diseases are set forth respectively in Appendix "C", attached hereto and made a part hereof

11.5 Living Conditions -

- (a) Employees shall be allowed reasonable time where necessary to shop for food and kitchen supplies during their tour of duty, with the understanding that the Fire Department vehicle shall remain in service during such time.
- (b) When available, Employees shall be provided with a free parking space for their own vehicle. Employees shall be allowed privileges for routine upkeep and maintenance on their own vehicle in accordance with department rules.
- (c) All Call shall be in operation between the hours of 07:00 and 19:00, except when department needs are involved.
- (d) Household and cleaning supplies will be provided by the Village for station cleaning purposes.

11.6 Bulletin Boards - The Village agrees to furnish suitable space for bulletin boards in convenient places in each station to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall not use such board for posting abusive or inflammatory or partisan political material.

11.7 Smoking - Employees shall comply with the terms of [S.O.G.1002, 12/2013R, Use of Tobacco dated January 1, 2008].

11.8 Physical Fitness Program - In order to maintain and improve efficiency in the Fire Department, to protect the public and to reduce insurance costs and risks, the Village and Union have partnered together to participate in the International Association of Fire Chiefs and International Association of Fire Fighters Joint Wellness/Fitness Initiative. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet each and every

goal that may be established as long as the employee makes a good faith effort to meet any such goals and any failure to physically perform does not demonstrate a substantial risk exists that the employee cannot perform the essential duties of his/her job at an acceptable level. Evaluations shall be administered annually. The Village shall establish a joint physical fitness committee which shall have the responsibility to evaluate the Wellness/Fitness Initiative and make recommendations toward the objective of advancing the goals and the objectives of the program and improving the commitment of the employees to such goals. The committee shall consist of four members, two of whom shall be appointed by the Fire Chief and two of whom shall be appointed by the Union President. The committee shall meet quarterly and shall issue a report to the Fire Chief and Union President as to the recommendations no later than 30 days prior to the date of the next scheduled evaluation. The Fire Chief shall give fair consideration to the recommendations of the committee.

11.9 Secondary Employment - The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs. Employees shall be required to submit the form attached hereto as Appendix "I" with the Fire Chief describing outside employment (including self-employment) and addresses and telephone numbers where they can be contacted if necessary. Employees may not hold outside jobs, including self-employment, which will result in a conflict of interest or impair their ability to perform their Fire Department duties.

Employees who suffer an occupational injury or disability compensable under the Worker's Compensation Act as a direct result of other employment or outside business interests shall not be eligible for worker's compensation benefits from the Village. An employee's filing for a claim for worker's compensation benefit from the Village for an injury or disability that is the direct result of other employment or an outside business will result in discipline, up to and including discharge.

An employee who suffers an injury or disability that is a direct result of other employment or an outside business shall have the obligation to file a claim for such workers' compensation benefits as may be available to him from his other employment or outside business. Upon receiving workers' compensation benefits awarded to him pursuant to such claim, he shall reimburse the Village for sick leave while absent due to his compensable injury or disability, provided that such reimbursement shall not exceed the amount of absence-from-work benefits received pursuant to his workers'

compensation claim.

11.10 Subcontracting -

(a) The Employer reserves the right to subcontract subject to requirements of applicable law, rule, or regulation. In the event that the Village desires during the term of the Agreement to subcontract any work currently performed by firefighters and firefighter/paramedics relating to fire suppression, or emergency medical services, the Village shall notify the Union of its proposal in writing. Upon request from the Union, the Village shall meet and negotiate in good faith with the Union as to its proposal before taking any action to implement its proposal in accordance with its duty to bargain as required under law and Article XIX of the Agreement.

(b) The parties agree that 65 ILCS 10-2.1-4, 6.3 (the "Act"), which governs the circumstances relating to the appointment of certificated firefighters and the use of substitutes became applicable to the Village on 6/1/2008 and 8/4/2011, respectively and includes the following statement: "...a person who has not qualified for regular appointment under the provisions of this [Act] shall not be used as a temporary or permanent substitute for classified members of a municipality's fire department or for regular appointment as a classified member of a municipality's fire department unless mutually agreed to by the employee's certified bargaining agent."

The parties further acknowledge that the Act may have an impact on the Employer's ability to subcontract bargaining unit work. As of the effective date of this Collective Bargaining Agreement, the parties do not agree as to the scope and impact of the Act as it relates to the Employer's desire to subcontract bargaining unit work in accordance with paragraph (a) above.

In order to have the Collective Bargaining Agreement move forward without delay, the parties agree that each side reserves its rights and may continue to assert, without prejudice, its view of how the Act impacts any proposal to subcontract bargaining unit work in accordance with paragraph (a) above. The subcontracting language set forth above shall not be construed as a waiver by the Union of its rights under the Act nor shall it be construed in any manner as a "permissive agreement" between the Union and Village authorized by the Act.

11.11 Station/Shift Change - The department's established practice is for the Fire Chief to make station and shift assignments every three years, or as agreed upon by management and the Union. Employees shall have the opportunity to express their preferences as to their shift and station assignments. Members shall have a minimum of 30 days prior to the date the shift picks occur to submit requests.

The department shall first consider shift assignments. Assignments shall be granted by seniority, and for Lieutenants by seniority in rank, as often as possible. After shift assignments have been determined, the Fire Chief shall notify employees and allow them to express their preferences as to station assignments. Prior to initiating any station assignments, the Fire management shall endeavor to grant the employee's first station assignment preference. However, the parties acknowledge and recognize that other factors shall be considered in making station and shift assignments. Such factors include but shall not be limited to, the following:

- a) Legitimate operational concerns of management including the need for employees to work in different stations as a vehicle for professional growth.
- b) The employee's training and certification.
- c) Realization of established goals and objectives of the department.
- d) The seniority of the employee.
- e) The value of maintaining cohesive work teams.

The parties further acknowledge that station and shift transfer shall not be made solely for punitive reasons.

ARTICLE XII
UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

12.1 Uniforms - Initial issue and new issue of protective clothing and equipment shall be furnished to employees at Village's expense. Uniforms shall be worn in accordance with SOG 5101-05/19R. All protective clothing and equipment damaged, stolen, worn out or lost while in the performance of duties shall be replaced at Village expense, as necessary. Initial issue and daily work clothes shall be furnished to employees at Village expense. The Village shall issue the initial dress uniform for new employees at the time of appointment. The Village shall provide each Firefighter and Lieutenant an annual uniform allowance of \$600 to be used for clothing orders coordinated through the Village. Checks for 2016 shall be issued no later than thirty (30) days after ratification of the contract by the Village. Thereafter checks shall be issued annually by February 1st. All uniform funds shall be used only for items on the employee's clothing order form. A standard washing machine and dryer shall be maintained at each Station to allow employees to maintain their work uniforms.

Twenty-four (24) hour shift personnel shall be issued initially and required to maintain a minimum daily work uniform inventory at all times consisting of the following:

1. 3 long sleeve work shirts
2. 3 short sleeve work shirts
3. 2 uniform badges
4. 3 pairs of work pants
5. 1 belt (black)
6. 4 regular tee shirts
7. 1 job shirt
8. 1 pair work boots/shoes
9. 3 pairs black or white socks
10. 1 baseball hat or watch cap
11. 1 jacket (waist length, multi-purpose)
12. Dress Shirt (white long sleeve)
13. Dress Blouse (with uniform badge, metal name tag with last name only and metal collar insignia)
14. Dress Pants
15. Dress Hat (with approved band and badge)

16. Black Tie
17. Oxford Shoes (black)
18. Garrison Belt (black)
19. Dress Gloves (black)
20. Dress Socks
21. Top Coat
22. Workout socks
23. Tee shirt or sweatshirt
24. Wind pants
25. Gym shorts

12.2 Protective Clothing - All employees shall wear protective clothing and use equipment appropriate for the hazards to which they are exposed. All employees shall properly maintain the protective clothing and equipment that has been assigned to them and carried on the apparatus to which he has been assigned. A protective clothing washer shall be maintained at Fire Station 13 to assist employees in maintaining their turnout coat and pants.

Each member assigned to fight structure fires shall be issued protective clothing and equipment that complies with all applicable NFPA standards and local requirements at the time of purchase. These items shall include:

- Helmet
- Boots
- Firefighting gloves
- Coat
- Pants with suspenders
- SCBA face piece (including prescription lenses if needed)
- Hood
- Non-firefighting gloves
- Safety goggles
- Earplugs
- Safety vest

No alterations shall be made to protective clothing without the approval of the Fire Chief.

Each employee operating within a perimeter designated as hazardous by the incident safety officer/shift commander shall wear his full protective clothing in the prescribed manner. The incident safety officer/shift commander shall determine when and if it is safe to remove some or all

of the clothing.

Each member assigned to work in hazardous environments shall be issued a pair of non-firefighting gloves. These Kevlar gloves offer good dexterity and protection from cuts but offer no thermal protection. They do not comply with NFPA 1973 and shall not be used during firefighting operations. In extreme cold conditions, an employee may provide his own gloves for warmth. These gloves may only be worn for warmth and must not be worn during emergency incidents or drills.

ARTICLE XIII

DISCIPLINE AND DISCHARGE, INVESTIGATIONS

13.1 Discipline - The Employer may institute disciplinary action against any employee consisting of the following penalties:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

It is understood that, (a) oral and written reprimands are not subject to the grievance arbitration provisions of this contract; (b) the employer's institution of suspension or discharge is authorized by 65 ILCS 5/10 2.1-17.

13.2 Investigations - The employer shall comply with the requirements of the Fireman's Disciplinary Act 50 ILCS 745 and requirements of the Illinois Public Labor Relations Act regarding union representation rights during investigations of alleged misconduct. Inadvertent errors by employer with regard to this commitment shall not operate to relieve an employee from the disciplinary consequences of his/her actions.

13.3 Discipline And Discharge - Disciplinary action given by or approved by the Commissioners of Board of Police and Fire Commission shall be subject to the Grievance Procedure of the Agreement at Step 5. Upon receipt of a notice of disciplinary action, the employee (with approval of the Union) may elect to appeal a disciplinary action involving a suspension or dismissal by filing a written grievance at Step 5 of the Grievance Procedure not later than 10 calendar days from the date of the disciplinary action given by or approved by the Commissioners of Board of Police and Fire Commission. The suspension or discharge shall be in effect while the grievance is pending.

If a decision is made to have the appeal heard through the grievance and arbitration procedure, the grievance shall be filed on the form attached as Appendix "H." Any such appeal shall be signed by the Union President or his designee and shall also contain a signed statement from the affected employee waiving any and all rights he may have to any further appeal of the discipline of the Board of Fire and Police Commissioners pursuant to the Administrative Review Act or other

legal recourse. Any disciplinary grievance filed without the required signed waiver shall not be subject to arbitration and the arbitrator shall be without jurisdiction to consider or rule upon it. If the arbitrator determines after hearing that the disciplinary action is not supported by just cause, the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of wrongful disciplinary action. In the event that the arbitrator modified the disciplinary action by awarding a suspension or a shorter suspension, he shall have the authority to award a payment of partial back pay that is consistent with the length of any such reduced disciplinary action. The arbitrator shall be without authority to award any back pay corresponding to any period of time where the Union or the employee sought and received a continuance of the hearing.

13.4 Personnel File – The Village agrees to abide by the lawful requirements of the “Access to Personnel Records Act,” contained in 820 ILCS 40/1. Request form for inspection is attached as Appendix “D”.

ARTICLE XIV

ACCRUED LEAVE REIMBURSEMENT UPON RETIREMENT, RESIGNATION, REDUCTION

Accrued Leave Reimbursement -

a. Vacation Time – Any unused accumulated vacation time may be cashed in at the time of retirement or used to extend creditable service with the Fire Chief’s approval. If an employee has utilized vacation time prior to actually accumulating the vacation hours the employee shall have his sick leave time reduced by the number of hours of vacation time the employee has previously utilized.

b. Personal Time - Unused Personal Time hours available at the time of retirement shall automatically be converted to sick leave hours.

c. Time Due/Comp Time - Accumulated time due/comp time shall be utilized prior to last actual date of work and remaining on the active payroll.

d. Sick Leave - Upon retirement, employees who meet the eligibility requirements and have accumulated Sick Leave must participate in the PESA. In order to participate in the PESA employees must meet the eligibility requirements defined as an employee who retires with at least twenty (20) years of service with the Village, and/or are at least fifty (50) years of age at retirement, or age 60 and 10 years of service.

Provided the employee is eligible to participate, the Village shall deposit up to seven hundred twenty (720) hours of sick leave hours converted to a dollar value using the employee’s regular hourly rate of pay into the PESA (herein referred to as “Trust”) for the employee’s use as defined by the regulations outlined by the Trust administrator. If the employee has accumulated sick leave hours above the 720 hours, but below the 1152 maximum number of sick leave hours, the Village shall deposit into the employee’s Trust account 50% of the value of the sick leave hours between 720 and 1152 calculated on the employee’s regular hourly rate of pay.

If an employee leaves the Village’s employment that does not meet the eligibility requirements for converting their sick leave into the Trust any accumulated sick leave hours shall not be paid out at time of termination of employment for any reason.

ARTICLE XV
LABOR-MANAGEMENT MEETINGS

In the interest of efficient, effective operation and management and in the promotion of harmonious employee relations, labor/management meetings are encouraged, and meetings shall be as frequently as mutually agreed between the union representatives and the Fire Chief or his designee. Either party may provide a written agenda. Each party may invite representatives, not to exceed three (3), to attend such meetings. Such meetings shall be limited to discussion on the implementation and general administration of this agreement and/or sharing of general information of interest to the parties.

It is understood that such meetings shall not be part of the Grievance Procedure. Specific grievances being processed under the Grievance Procedure shall not be considered at labor/management meetings, nor shall negotiations be carried on at such meetings unless both parties specifically agree to do so.

If a labor/management meeting is scheduled during an employee's normal work day, the employee shall be compensated for the time lost from the normal straight-time work day.

ARTICLE XVI **PROMOTIONS**

Section 1 – General

Promotion to the rank of Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, 50 ILCS § 742 (herein after the “Act”). Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

Section 2 - Vacancies

This Article applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five (5) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted, provided they are able to perform the duties in question.

Section 3 - Eligibility

All promotions to Lieutenant shall be made from employees in the next lower rank who have at least seven (7) years of seniority with the Mount Prospect Fire Department and attained Illinois OSFM Provisional/Certified Fire Officer 1 Certification or equivalent. Anniversaries of service, which affect eligibility, will be considered to occur on the date the employee was hired by the Mount Prospect Fire Department.

Section 4 - Notification

Potential candidates shall be notified of the process via department email and posting. A packet containing all known information regarding the testing exercises, grading, and dates for such exercises shall be included with the application. Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates.

Section 5 - Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters, which will test the candidate’s ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employee on promotional examinations consisting of the following seven (7) components weighted as specified:

- A. 10% Ascertained Merit
- B. 15% Merit and Efficiency- Administration
- C. 15% Merit and Efficiency- Union
- D. 20% Simulator exam
- E. 5% Seniority
- F. 15% Written examination
- G. 20% Assessment Center

All components of this Article shall be reviewed with all potential candidates, prior to administration of this process. In addition, results of each component will be posted upon completion prior to administering the next component.

Section 6 - Administration Order of Test Components

A. Ascertained Merit

Ascertained merit points shall be awarded based upon the "Ascertained Merit Worksheet," attached as "Exhibit #1." The worksheet shall be published by the Fire Administration at least one year prior to the date ascertained merit points are awarded. All persons eligible to compete for promotion shall be given an equal opportunity to obtain the ascertained merit points. Employees shall be entitled to be awarded a maximum of one hundred (150) points from the points available on the worksheet schedule.

B. Merit and Efficiency - Administration.

Individuals will be rated in the following areas using a forced matrix:

Leadership, Teamwork, and Emergency Scene Performance. Each component score will be factored as follows: Emergency Scene Performance (X .10), Leadership (X .05), Teamwork (X .025) and Initiative (X .025) for a total of 15% of the overall score. Initiative scoring will not use a forced matrix and will be rated on a scale of 0-100. Seniority will not be a direct component of the merit and efficiency rating.

C. Merit and Efficiency-Union

Individuals will be rated in the following areas using a forced matrix:

Leadership, Teamwork, and Emergency Scene Performance. Each component score will be factored as follows: Emergency Scene Performance (X .10), Leadership (X .05), Teamwork (X .025) and Initiative (X .025) for a total of 15% of the overall score. Initiative scoring will not use a forced matrix and will be rated on a scale of 0-100. Seniority will not be a direct component of the merit and efficiency rating.

D. Simulator exam

This exercise will be designed to evaluate the candidate's ability to function in the role of Lieutenant in a simulated incident. These incidents may include scenarios such as EMS, Haz-Mat, Fire Emergencies, Technical Rescue, Water/Ice Recovery, WMD, or other potential situations a Lieutenant may encounter in the normal aspect of the job. The Simulator test shall be evaluated and graded by a panel consisting of 2 Officers as selected by Fire Chief, and the person responsible for the practice sessions.

E. Seniority

Seniority points will be calculated as follows: All seniority points will be based on the date seven (7) days after the application date. The most senior individual (most number of years with the Mount Prospect Fire Department) participating in the Lieutenant Exam shall receive the maximum allowable points in this area, five (5). The remaining candidates will receive seniority points based on a prorated formula as follows:

For example, if the most senior person taking the exam has 30 years, this individual would receive 5 points for seniority, and the least senior person taking the exam has 7 years, this individual would receive 1.16 points for seniority ($7/30 \times 5 = 1.16$). All remaining candidates will have their seniority points calculated in the same manner. Final seniority points will be rounded to nearest one hundredth of a point.

F. Written Examinations

The subject matter of the written test shall test the capacity of the candidate to discharge the duties of Lieutenant. The written test shall include both general and local knowledge and shall be developed by an independent, outside agency. The examination shall be based only on the contents of the specified written materials that the BOFPC has identified and made available to potential candidates at least 60 days

before the examination is administered. The test questions shall be reasonably pertinent to the rank of Lieutenant.

G. Assessment Center

The Assessment Center shall be administered to all qualified candidates a minimum of sixty (60) days after the posting of the preliminary list. The Village shall use a panel of qualified raters to conduct an assessment center. The assessment center may include, but not limited, to the use of the following; as example:

1. Problem employee
2. Leaderless group
3. Structured oral interview

The Union shall be provided an opportunity for a representative be present to observe the assessment center exercise. The Fire Chief will be notified by the union, in writing, 7-days prior to the Assessment Center date as to whether or not an observer will be used.

H. Veteran's preference points

As required by law.

Section 7 - Scoring of components

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score of 100 points. Thereafter, the candidates scoring an average of 70% of the maximum number of total points aggregate for all six (6) components prior to the assessment center will proceed to the assessment center.

Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list. A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded.

The final adjusted promotion list shall then be posted at all fire stations and copies provided to the Union and all candidates.

Section 8 - Order of selection

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

Section 9 - Maintenance of promotional lists

Final eligibility lists shall be effective for a period of three (3) years. The Employer shall take reasonable, good faith steps to ensure that the Board of Police and Fire Commissioners maintain in effect current eligibility lists so that promotional vacancies are filled not later than 90 days after the occurrence of the vacancy.

Section 10 - Right to Review

- A. Points awarded for each component of the test shall be posted immediately after the scores are tabulated. Final review of each candidate's results shall be made available for inspection within forty-five (45) days of the posting of the preliminary eligibility list. Such review shall include the opportunity to inspect all documents utilized in assigning the points awarded on each component of the exam.
- B. Any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority. Any disputes as to such matters or the administration of the examination consistent with the terms of this Article may be resolved and remedied by filing a grievance as provided by Article VII of this Agreement or as provided by law.

Section 11 – Non-Wavier

Unless specifically provided in this Article, the Article shall not be construed as waiving Sections 5, 10 (a) (b) (c) (d) and 65 of the Fire Department Promotion Act (FDPA).

Section 12 – Reopener

In the event that the Fire Department Promotional Act, effective August 4, 2003 (50 ILCS § 742) is amended during the term of this Agreement, either party by serving written notice on the party of its demand to bargain shall be able to reopen this Article for the purpose of negotiating the changes to be effective for the next promotional examination. In such event, the parties shall meet at a mutually agreed time in order to negotiate in good faith as to the proposed changes. In the event that no agreement is reached after sixty (60) days from the date of the notice or any mutually agreed extension, either party may invoke interest arbitration and the dispute shall be determined based upon the procedures and factors of §14 of the IPLRA except that the arbitrator shall be selected using the arbitration step of this Agreement's grievance procedure.

Exhibit A

Ascertained Merit Points

The candidate must provide the necessary certificates of completion and proof of committee/special team participation in order to be awarded for points in the specific areas listed below:

Candidate Name _____

<u>Teams/Certifications</u>	<u>Available Points</u>	<u>Total Points</u>
Member of HazMat Team	4 Points per Year	_____
Member of SCUBA Team	4 Points per Year	_____
Member of TRT Team	4 Points per Year	_____
Haz Mat Tech A	4 Points	_____
Instructor II	4 Points	_____
Associate's Degree in Fire Science	5 Points	_____
Bachelor's Degree	5 Points	_____
College Credit	2 Points for every 10 credit hours	_____
	Total Points Page 1:	_____

<u>Committee</u>	<u>Available Points</u>	<u>Total Points</u>
Public Education Instructor	2 Points per Year ___ to ___	_____
Pension Board Member	2 Points per Year ___ to ___	_____
Wage/Labor Committee Member	2 Points per Year ___ to ___	_____
Union Exec. Board Member	2 Points per Year ___ to ___	_____
Foreign Fire Tax Board Member	2 Points per Year ___ to ___	_____
Paramedic Preceptor	5 Points per Student	_____
Secondary Paramedic Preceptor	2 Points per Student	_____
Equipment Committee	2 Points per Year ___ to ___	_____
Physical Fitness Committee	2 Points per Year ___ to ___	_____
Safety Committee	2 Points per Year ___ to ___	_____
Honor Guard/AFFI	2 Points per Year ___ to ___	_____
CADS/NWCS Liaison	2 Points per Year ___ to ___	_____
SOG Committee	2 Points per Year ___ to ___	_____
Apparatus Committee	2 Points per Year ___ to ___	_____
EMS Committee	2 Points per Year ___ to ___	_____
Clothing Committee	2 Points per Year ___ to ___	_____
Training Committee	2 Points per Year ___ to ___	_____

Member of Recognized Fire Dept Committee/Program (Per committee/program)	2 Points per Year ___to___	_____
	Total Points of Page 2	_____
	Total Points of Page 1	_____
	Total Points	_____

Total of 150 Points Maximum
 Conversion Formula:
 Total Points Awarded/Total Available Points X 15 = Number of Ascertained Merit Points,
 rounded to the nearest one hundredth point.
 Example:
 80/150 = 0.53 X 15 = 8 Total Points
 130/150 = 0.86 X 15 = 13 Total Points

ARTICLE XVII
SAVINGS CLAUSE

Savings Clause - In the event any article, section or portion of this Agreement shall be held invalid and unenforceable by a board, agency or court of competent jurisdiction, or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to specific article, section or portion thereof specifically specified in the board, agency, or court decision, or subsequent litigation and the remaining parts or portions of this Agreement shall remain in full force and effect. Upon request from either party, such provision shall be open for immediate renegotiation.

ARTICLE XVIII
PRECEDENCE OF AGREEMENT VS. ORDINANCE

Precedence Of Agreement Vs. Ordinance – If there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or a written rule, regulation, directive, policy, or other procedure which may be in effect from time to time, the specific provisions of this Agreement for its duration shall take precedence.

ARTICLE XIX
ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement as to such conditions of employment. As to such conditions of employment, this Agreement supersedes and cancels all prior precedence of agreements, whether written or oral, unless expressly stated in this Agreement.
- B. As to any terms or conditions of employment which constitute a mandatory subject of bargaining or other terms or conditions which are permissive subjects of bargaining over which the Union has either decisional and/or effects bargaining rights under the Illinois Public Labor Relations Act (IPLRA), and which are not covered by a provision of this Agreement, the Union shall retain such bargaining rights during the term of this Agreement. If the Village desires to make a change in any such terms or conditions during the term of this Agreement, it shall first provide the Union with written notice of the proposed change and specify whether it believes such change to involve a mandatory or permissive subject of bargaining. The Union's bargaining rights shall be implemented according to the following procedure as to proposed changes that involve a mandatory subject of bargaining:
1. If the Union wishes to exercise its bargaining rights under the IPLRA as to the decision and/or potential effects of the proposed change, it shall notify the Employer in writing within seven (7) days of its receipt of the Village's notice. Bargaining as to both the proposed decision and/or its potential effects shall commence within seven (7) days of the Union's notice to the Village or at such other times as may be mutually agreed by the parties. Such bargaining shall continue until agreement is reached or for a period of thirty (30) calendar days from the date of the first bargaining session, whichever event is sooner. The 30 day period shall be extended if the Village fails to make its bargaining team available at reasonable times and places during the 30 day period or if the parties mutually agree to a longer period.
 2. If an impasse is reached and the subject of the proposed change is a matter which

involves a serious and imminent fiscal exigency, the Village may implement its decision but only on an interim basis subject to the decision of an interest arbitrator. Within seven (7) days of such act the Union may invoke interest arbitration to resolve the dispute. The arbitrator shall be selected in accordance with the procedures of Article VII of this Agreement. In the alternative, the Union may invoke expedited interest arbitration and, unless mutually agreed otherwise, a hearing shall commence before the interest arbitrator, selected as set forth above, within thirty (30) days and the arbitrator shall issue his award in writing within fifteen (15) days following close of the hearing; the full written decision may be issued within thirty (30) days of the close of the hearing. In the event that the Village's decision and action is submitted to interest arbitration or expedited interest arbitration, the Village as the party moving to change the status quo shall have the burden of persuasion and the Union's position in such arbitration hearing shall not be prejudiced by the fact the Village acted unilaterally to implement the proposed change. At the hearing the interest arbitrator shall treat the Village's interim action as a Village proposal and shall have authority to order the Village to prospectively rescind or otherwise prospectively alter the disputed change. Any economic loss or other damages incurred to members of the bargaining unit which the Union claims to have resulted from the Village's interim implementation of its decision may be remedied by the interest arbitrator. Either party shall have the right to introduce evidence in interest arbitration relating to the actual experience under the Village's implemented interim decision.

3. In the event that the Village's proposed change as to a mandatory subject of bargaining does not involve a serious and imminent fiscal exigency, and the parties reach impasse, the matter may be submitted to interest arbitration or expedited arbitration by either party. However, the parties agree that in this instance the status quo will be maintained pending the decision of the arbitrator.

C. As to any action not covered by a provision of this Agreement which is not a mandatory subject of bargaining, but over which the Village is obligated to bargain as to the effects of

its decision under the IPLRA, the Union shall retain its right to effects bargaining and such effects bargaining rights shall be implemented according to the procedure stated in B.2 and B.3 above except that:

1. The Village's duty to bargain shall extend only to the effects of its decision.
2. The Village's decision may be implemented immediately and only the effects of its implemented decision may be subject to further bargaining and/or to a decision by an interest arbitrator as set forth in B.3 above. If such interest arbitrator deems it appropriate, he may prospectively alter or remedy the effects of the implemented decision and make the Union and its members whole for any losses resulting from the Village's action.
3. If the Village fails to notify the Union of a change that gives rise to effects bargaining rights, the Union's obligation to request bargaining under the time frames established in paragraph B.1. of this Article does not begin until the Union is notified of the change or until the Union, through the use of reasonable diligence, could have obtained knowledge of the change.

D. In the event of a dispute between the Village and Union as to whether an item is a mandatory or permissive subject of bargaining, the parties shall submit that disputed issue for determination by a Declaratory Ruling pursuant to the rules of the Illinois State Labor Relations Board (Section 1200.140). The parties agree to be preliminarily bound by the Declaratory Ruling for purposes of determining mid-term bargaining obligations as set forth in this Article, but such ruling shall not be binding on the parties or on an interest arbitration panel in connection with the negotiation or arbitration of a Successor Agreement.

ARTICLE XX
DURATION AND TERMINATION

20.1 Duration - This Agreement shall be effective upon execution by the parties, unless a specific effective date is otherwise specified, and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2021. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least 90 days prior to the expiration of the contract that it desires to modify or amend this Agreement. In the event such written notice is given, the parties agree to commence negotiations as soon as practicable, but no later than 30 days after such notice, unless mutually agreed to meet at a different time.

In the event a full settlement as to the terms of a successor agreement is not reached, the parties agree that they shall engage in mediation and that either party may, after participating in at least one mediation, invoke interest arbitration as provided by the terms of the IPLRA §14.

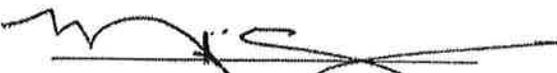
Notwithstanding any provisions of this article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date, and until a new agreement is reached, unless either party gives at least ten days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph, and provided further that such notice shall not be constituted as waiving the Union's rights under of the IPLRA §14.

20.2 Signature - IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives on this 28 day of June, 2019.

MOUNT PROSPECT FIREFIGHTERS
UNION LOCAL 4119:

VILLAGE OF MOUNT PROSPECT:

By:


Matthew Takoy, Union President

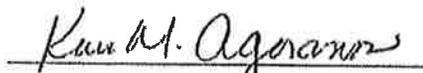
By:


Arlene A. Juracek, Mayor

By:


Elisa Redish, Counsel

By:


Karen Agoranos, Village Clerk

APPENDIX "A"
DUES DEDUCTION FORM

I hereby apply for membership in the Mount Prospect Firefighters Union, Local 4119, I.A.F.F. AFL-CIO. I understand that by electing to join the Union I am covered by the Membership provision of the current labor Agreement between the Union and the Village of Mount Prospect.

I hereby authorize the Village of Mount Prospect to deduct from my pay each month the uniform dues and remit said amounts to the Union.

I understand that this authorization cannot be canceled by me, unless I give written notice to both the Village and the Union thirty (30) days prior to the desired effective date of the termination.

Print Name

Signature

Date

APPENDIX "B"

SALARY SCHEDULE

FIREFIGHTER AND PARAMEDIC WAGE RATES

Effective January 1, 2019 - December 31, 2019

	Firefighter Base Pay¹	Paramedic Incentive	Paramedic Base Pay¹
Start	\$ 62,674	\$ 5,700	\$ 68,374
1 Year	\$ 69,596	\$ 5,700	\$ 75,296
2 Years	\$ 74,937	\$ 5,700	\$ 80,637
3 Years	\$ 80,280	\$ 5,700	\$ 85,980
4 Years	\$ 84,160	\$ 5,700	\$ 89,860
5 Years	\$ 92,245	\$ 5,700	\$ 97,945
Top Grade ₁	\$ 95,837	\$ 5,700	\$ 101,537

Effective January 1, 2020 - December 31, 2020

	Firefighter Base Pay¹	Paramedic Incentive	Paramedic Base Pay¹
Start	\$ 64,241	\$ 5,700	\$ 69,941
1 Year	\$ 71,336	\$ 5,700	\$ 77,036
2 Years	\$ 76,810	\$ 5,700	\$ 82,510
3 Years	\$ 82,287	\$ 5,700	\$ 87,987
4 Years	\$ 86,264	\$ 5,700	\$ 91,964
5 Years	\$ 94,551	\$ 5,700	\$ 100,251
Top Grade ₁	\$ 98,233	\$ 5,700	\$ 103,933

Effective January 1, 2021 - December 31, 2021

	Firefighter Base Pay¹	Paramedic Incentive	Paramedic Base Pay¹
Start	\$ 65,847	\$ 5,700	\$ 71,547
1 Year	\$ 73,120	\$ 5,700	\$ 78,820
2 Years	\$ 78,730	\$ 5,700	\$ 84,430
3 Years	\$ 84,344	\$ 5,700	\$ 90,044
4 Years	\$ 88,420	\$ 5,700	\$ 94,120
5 Years	\$ 96,915	\$ 5,700	\$ 102,615
Top Grade ₁	\$ 100,689	\$ 5,700	\$ 106,389

LIEUTENANT WAGE RATES

Effective January 1, 2019 - December 31, 2019

	Lieutenant Base Pay ¹	Paramedic Incentive	Paramedic Base Pay ¹	Officer Incentive	Adv. Fire Officer Base Pay	Paramedic & Adv. Fire Officer Base Pay
Start	\$	\$				
1 Year	\$	\$				
2 Years	\$	\$				
3 Years	\$	\$				
4 Years	\$	\$				
5 Years	\$ 110,694	\$ 3,700	\$ 114,394	\$ 2,000	\$ 112,694	\$116,394
Top Grade ₁	\$ 115,006	\$ 3,700	\$ 118,706	\$ 2,000	\$ 117,006	\$120,706

Effective January 1, 2020 - December 31, 2020

	Lieutenant Base Pay ¹	Paramedic Incentive	Paramedic Base Pay ¹	Officer Incentive	Adv. Fire Officer Base Pay	Paramedic & Adv. Fire Officer Base Pay
Start	\$	\$				
1 Year	\$	\$				
2 Years	\$	\$				
3 Years	\$	\$				
4 Years	\$	\$				
5 Years	\$ 113,462	\$ 3,700	\$ 117,162	\$ 2,000	\$ 115,462	\$119,162
Top Grade ₁	\$ 117,881	\$ 3,700	\$ 121,581	\$ 2,000	\$ 119,881	\$123,581

Effective January 1, 2021 - December 31, 2021

	Lieutenant Base Pay ¹	Paramedic Incentive	Paramedic Base Pay ¹	Officer Incentive	Adv. Fire Officer Base Pay	Paramedic & Adv. Fire Officer Base Pay
Start	\$	\$				
1 Year	\$	\$				
2 Years	\$	\$				
3 Years	\$	\$				
4 Years	\$	\$				
5 Years	\$ 116,298	\$ 3,700	\$ 119,998	\$ 2,000	\$ 118,298	\$121,998
Top Grade ₁	\$ 120,828	\$ 3,700	\$ 124,528	\$ 2,000	\$ 122,828	\$126,528

To be eligible for Top Grade level of wages firefighters must have completed the following certifications:

- Five years of employment
- Advanced Technician Firefighter
- Fire Apparatus Engineer

To be eligible for Top Grade level of wages, lieutenants must hold current state certifications for the following:

- Incident Safety Officer
- Fire Officer I, Company Officer or Equivalent

Firefighters that are currently Top Grade pay for holding certifications for Firefighter III, Hazardous Materials Ops, and Fire Apparatus Engineer shall retain Top Grade level.

¹Paramedic Incentive Pay:

\$5,700 between Firefighter step and Firefighter/Paramedic step.

\$3,700 between Lieutenant step and Lieutenant/Paramedic step.

Paramedic incentive pay shall be considered salary for pension purposes.

Firefighter/Paramedics must complete five years of service before becoming eligible for the sixth

step (Top Grade). However, they may receive the Paramedic specialty incentive pay upon paramedic certification.

Lieutenant Differential Pay:

Lieutenants that maintain their paramedic certification shall be eligible for the Lieutenant/Paramedic Base Pay Rate.

Effective January 1, 2018: Lieutenants that maintain Fire Officer II and/or Advanced Fire Officer certification shall be eligible for the Lieutenant/Officer Base Pay Rate.

Lieutenants that maintain Paramedic and a Fire Officer II or Advanced Fire Officer certifications shall be eligible for Lieutenant/Paramedic/Advance Fire Officer Base Pay Rate.

Paramedic License (State Required):

The Village will reimburse employees upon receipt of payment verification and a copy of the paramedic license in an amount not to exceed \$40 per 4 year license. The reimbursement shall be added to the next available regular payroll or not later than 30 days beyond the date of the receipt of the documentation.

**APPENDIX “C”
DRUGS AND ALCOHOL**

Section 1 General Policy Regarding Drugs and Alcohol. Behavior involving illegal drugs and the abuse of alcohol and legal drugs by members of the Mount Prospect Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such use and abuse violate the reasonable expectations of the public that the Village employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees. Contained herein is the policy and program of the Village of Mount Prospect and the Mount Prospect Fire Department, as specifically applied to members of the Village of Mount Prospect Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of prescribed drugs, the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 2 Definitions.

- A. “Drugs” shall mean any controlled substance listed in 720 ILCS 570 *et seq.*, known as the Illinois Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Thus, the term “drugs” includes both abused prescription medications and illegal drugs of abuse. In addition, it includes “designer drugs” which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. A listing of drugs covered by this Policy includes, but is not limited to:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA

Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Methadone
Glutethimide	Steroids	Vicodin
Hash Oil	Ecstasy	

- B. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed. "Impairment" due to alcohol shall be presumed when a blood alcohol content of .04 or more is measured.
- C. "Positive Test Results" shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section 5.A.7.
- D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

Section 3. Prohibitions. Firefighters shall be prohibited from:

- A. Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer.
- B. Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.
- C. Being impaired or under the influence due to alcohol during the course of the work day.

- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.
 - E. The use of alcohol within four hours of reporting to duty.
- Violations of these prohibitions shall result in disciplinary action up to and including discharge.

Section 4. Administration of Tests.

- A. Informing Employees Regarding Policy. New employees will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new employee orientation. However, it is the responsibility of all members of the Fire Department to be aware of, and adhere to, this policy and rules and procedures contained herein.
- B. Reasonable Suspicion. Where the Village has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the employee may be required to report for testing. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable suspicion will be based upon the following:
 - (1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled drugs; or
 - (2) Information provided by an identifiable third party which is independently investigated by the Fire Chief or his designee to determine the reliability or validity of the allegation.
- C. Accidents/Injuries. When a member is involved in an on-the-job accident or injury, a supervisor shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the member's appearance and behavior. Drug and alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the employee caused the accident or injury or where there is reasonable suspicion that an employee's alcohol or drug use may have

contributed to the incident.

- D. Performance. When a member is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory member.
- E. Arrest or Indictment. When a member has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug/alcohol screening. The Fire Chief may also or instead of a drug/alcohol screening, make a mandatory referral for an evaluation of the existence of a substance abuse problem. If the certified substance abuse professional or other licensed physician or psychologist acceptable to the Village and to the Union indicates that a treatment program is recommended, that treatment program will be viewed as mandatory in accordance with the existing language in the drug/alcohol policy. If the evaluation indicates a treatment program is not necessary, the treatment program would not be mandatory.
- F. Status of Employee Following Order For Testing. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.
- G. There shall be no across-the-board or random testing of employees except as specifically provided for by Section 8 of this Article, or as otherwise mutually agreed in writing by the parties.

Section 5 Testing Procedures. The test procedures outlined in this Section shall conform with the NIDA Standards (National Institute on Drug Abuse) of the Federal Guidelines issued by the forth in Title 48 of the C.F.R. effective 12-1-89. A copy of such procedures shall be provided to the Union and employees upon request.

The Fire Chief shall ensure that the Department testing procedures established for the collection of urine and blood specimens conform to such regulations and the testing of such

specimen is carried out at a designated NIDA-certified laboratory.

A. General Procedures:

Employees covered by a collective bargaining agreement are entitled to union representation; a union representative shall accompany the employee to the collection site, provided such representative is available and that securing such representative does not impede the process.

Collection Sites Collection services will be provided at a NIDA-certified lab.

For services needed when a NIDA lab is not open, collection services will be provided at a NIDA-certified laboratory to be mutually agreed upon.

B. Chain-of-Custody: In all cases, strict chain-of-custody procedures will be followed:

1. Immediately after the specimen is obtained, the client and the doctor or nurse will initial the confidence seal on the urine specimen.

2. Both parties will sign the laboratory chain-of-custody form, including the date and time.

3. Labeled specimens will be placed in a locked refrigerator or laboratory container located in the clinic. The NIDA lab staff member will sign and date the NIDA lab log.

4. Lab courier will pick up specimens twice per weekday and once per weekend. Courier and NIDA lab staff will sign the chain-of-custody form.

5. Specimens will be transported directly to the designated NIDA-certified laboratory where they will be processed in a separate drug testing area accessible only to authorized personnel.

6. Once in the lab, all personnel who handle the specimen must sign and date the chain-of-custody form.

C. Scheduling:

1. "For cause/fitness for duty" and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied by a supervisor, who will present identification. In most cases, a NIDA-certified lab will

be notified by phone of a collection request “on the way”.

2. Routine collection of specimens for testing will be done by appointment at least 24 hours in advance.

3. When collection is done at the Emergency Room, the Village will notify a NIDA-certified lab on the next business day. At the hospital, the supervisor will present identification and notice that this is a NIDA-client.

D. Results - Results will be forwarded by mail to the Director of Human Resources in a confidential envelope. Generally, this means within 24-72 hours of specimen pick-up by the lab. Results will not be released by phone when the call is initiated by someone outside NIDA or the testing lab. The Director of Human Resources may request that NIDA release the results by phone or in person only to him/her.

Written results are the property of the Village of Mount Prospect and will not be released by NIDA or the laboratory to an employee/applicant without proper authorization from the Village.

E. Collection Procedure

1. Client identity will be verified by driver’s license or by the supervisor in the absence of a picture I.D. Verification will be done by doctor or nurse.

2. Drug history/drug disclosure form will be completed by the client, and reviewed by the doctor or nurse.

3. Consent form will be signed by client and witnessed.

4. The specimen will be obtained as follows:

- At the NIDA certified lab site, the collection will be unwitnessed: the client will be fully unclothed, dressed in a hospital gown, wash his/her hands thoroughly, including under and around the fingernails; and accompanied to the bathroom door.

The client will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.

- At the Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse will accompany the client to the

bathroom and will be physically present when the specimen is produced. Blood alcohol specimen will be obtained by a nurse.

5. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the client.
6. Urine specimen will be sealed in full view of the client and the confidence seal placed over the top of the bottle.
7. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
8. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
9. "For cause" testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown of a client as well as to provide a third party observation and assessment of the individual.
10. In connection with its testing program the Village shall engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

F. Laboratory Process

A NIDA-certified laboratory will be utilized for all drug/alcohol screening processing. The laboratory will:

1. Use 7 drug panel of: amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids (THC), opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol

(ethyl).

2. Use the EMIT procedure as the initial screen, utilizing cutoff levels as follows:

Marijuana metabolites	100 ng/ml
Cocaine metabolite	300 ng/inl
Benzoyllecgonine	
Opiate metabolite	300 ng/ml
Amphetamines	1000 ng/ml
Phencyclidine	25 ng/inl
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml

3. Use Gas Chromatography/Mass Spectroscopy (GC/MS) as the confirmatory method, utilizing cutoff levels as follows:

Marijuana metabolites	15 ng/ml
(Delta-9-THC Carboxylic)	
Cocaine metabolite	150 ng/ml
(Benzoyllecgonine)	
Opiate metabolites:	
Morphine	300 ng/ml
Codiene	300 ng/ml
Amphetamines	500 ng/ml
Amphetamine or Metbampbetamine	
Phencyclidine	25ng/ml
Barbiturates	200ng/ml
Benzodiazepines	50ng/ml

4. Freeze and retain all positive specimens for at least twelve (12) months after testing

5. Use for alcohol (ethyl) a blood alcohol content level of .05 grams per 100 cubic centimeters.

G. Independent Testing

When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test.

The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense, shall use equivalent testing and chain-of-custody process used by the Village. If such independent test yields a negative test result, the Village will consider those results in its determination of further action.

H. Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Director of Human Resources, and such other officials as may be designated by the Village Manager on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Employee Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the Union upon request. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. Any member whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

Section 6 Voluntary Request For Assistance

Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse, and/or before the employee is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the employee may use the Village's Employee Assistance

Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the Village's normal procedures in the operation of its Employee Assistance Program.

Section 7 Specific Responsibilities

A. The Fire Chief or his/her designee will:

1. Identify those members where a drug/alcohol screen is required and inform the Director of Human Resources of said status.
2. When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he/she is presently taking prescribed drugs.
 - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed according to prescription directions, no further investigation will ensue.

B. Command level personnel or the Fire Chief shall ensure that members have been properly notified of the date and time of a drug/alcohol screen and that notification has been properly documented.

C. The member subject to a drug/alcohol screen will:

1. Report on a date and time determined by the Department.
2. Furnish documentation relating to the use of any prescribed drugs, *i.e.*, prescription bottle with prescription number, prescribing physician's statement, etc.
3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.
5. Have in his/her possession his/her departmental identification card.

D. Any employee who is taking prescription medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report such fact and the nature of the illness or condition requiring the medication to his/her supervisor. Such information will be treated on a confidential basis.

Section 8 Disciplinary Action For Confirmed Positive Test Results.

A. First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a five duty day disciplinary suspension. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the Village's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.

B. Second Positive - During Treatment If an employee has a first confirmed positive test under the previous Paragraph A and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a 30 shift day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment set forth in the preceding paragraph, which 30 shift day disciplinary suspension shall be final and binding on the Union and the employee and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic, unannounced or reasonable suspicion, shall result in the employee's discharge, which shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement.

C. Second Positive - Reasonable Suspicion . An employee who has a first confirmed positive test under Paragraph A of this Section 8 and who subsequently has a confirmed positive test under the reasonable suspicion standard shall be discharged, which discharge shall be final and binding on

the Union and the employee and the penalty shall not be subject to the grievance procedure in the collective bargaining agreement.

D. Employment Status. There is no requirement on the part of the Village to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

EXHIBIT "A"

ORDER TO SUBMIT TO DRUG AND ALCOHOL TESTING

Pursuant to its Substance Abuse/Testing Policy, the Village of Mount Prospect has determined that you are to be tested for the presence of drugs or alcohol for the following reasons:

Date of this Order: _____

Date Test is to be administered _____

You are permitted to consult with a representative designated by the Union and to have that representative present at the time the test is given, provided that such consultation does not result in undue delay of the test.

A refusal to submit to this test may subject you to discipline.

Taking this test shall not be construed as a waiver of any objection or rights that you may have.

During the period of this testing, you will be removed from duty and placed on leave with pay pending the receipt of results.

You are permitted to have a blood sample taken and retained for testing should the initial test prove positive. Do you wish to have blood drawn for this purpose? Initial one (1) of the following:

_____ Yes _____ No

May the test results be disclosed to the Union? Initial one of the following:

_____ Yes _____ No

Signature of Employee/Date

Signature of Village Official(s)/Date

Union Signature(s)/Date

APPENDIX "D"
VILLAGE OF MOUNT PROSPECT
REQUEST TO INSPECT/COPY PERSONNEL FILE

Date of Request: _____

I, _____, wish to:
(print name of employee)

_____ inspect
_____ copy
(check all that apply)

records in my personnel file.

Copies of records may be made at a duplicating cost of \$O.____ per page.

Signature of Employee

_____ You were granted access to your records on: _____ .

_____ Additional time will be required to grant this request. You may inspect/copy your personnel file on: _____ .

_____ This inspection/copy request is denied because two prior requests during this calendar year have already been granted to you.

Signature of Personnel Record Keeper _____

Date: _____

APPENDIX "E"
TRADE DAY FORM
MOUNT PROSPECT FIRE DEPARTMENT - REQUEST TO TRADE DAYS

_____ Asks permission to be absent from his/her
Name

regular tour of duty on _____
Day of Week Date

Name of Proposed Replacement

will be my replacement on the above date. He is capable of performing the duties assigned to me. **I understand that if my replacement does not appear for the traded tour of duty, I will be docked pay for the missed time, including any overtime expense for any required hireback.**

This trade will be repaid on: _____
Day of week Date

Requester's Signature

Replacement's Signature

Company Officer's Signature

Company Officer's Signature

Battalion Chief's Signature

Battalion Chief's Signature

Trade denied by: _____

Reason for denial: _____

GUIDELINES:

- Trade days that cause a hire back or any member to be paid acting officer pay will be denied or canceled.
- The Employee who is requesting the trade day may only trade shifts with an employee of the same rank and job description, and who is capable of doing the same job requirements. Trades of time off days within the 28 day cycle should be approved between ranks and job descriptions, providing they do not cause potential hirebacks or acting pay. Trades of vacation days across the 28 day cycles should also not create a problem, but this must be within original vacation pick parameters and at the discretion of the Battalion Chief. If the trade has the potential of a hireback or acting pay, the Battalion Chief has the authority to deny the trade.
- The clerical responsibility of the "Trade Day Agreement" shall be that of the trade day requester. The requester shall be sure the proper form is completed and it properly logged by a Battalion Chief, before the day of the trade.
- The employee who is provided relief on the day of the trade has the responsibility to ensure that whom he/she traded with will show up. If for any reason the fill-in does not complete his/her requirements, the employee assigned to that shift shall be docked that pay for being absent.
- All trade days between two members shall be completed within the same Mount Prospect Fire Department shift calendar year unless the trade is initiated within the last three months of the calendar year (Oct 1-Dec 31), if so the trade may be paid back within the first three months (Jan 1-Mar 31) of the new calendar year. Any change to the original "Trade Day Agreement" shall take the form of a memo and follow the proper chain of command.
- No three way trade days shall be allowed.

- The Mount Prospect Fire Department shall not bear the responsibility for any trade days that are not honored, such as: due to an injury where a firefighter cannot complete his part of the trade day agreement.

FAILURE TO PROVIDE RELIEF AFTER AGREEING TO WORK FOR ANOTHER EMPLOYEE MAY RESULT IN THE LOSS OF THE OFFENDING EMPLOYEE'S TRADE DAY PRIVILEGES.

APPENDIX "F"
FIRE DEPARTMENT GRIEVANCE FORM
Grievance information (to be filled out by employee)

No. _____

All formal Grievances shall be filled not later than 14 calendar days from the date of the first occurrence of the matter giving rise to the Grievance or 14 calendar days from the date the grievant knew, or should have known, of the matter giving rise to the Grievance.

Employee Name	Badge #	Rank
---------------	---------	------

DUTY ASSIGNMENT: Station # _____ Shift _____

I submit the following Grievance which occurred or became known to me on: _____
Date

As a violation of Agreement provision: _____

The facts pertaining to said Grievance are as follows:

I suggest the following correction (s) be made

Employee Signature

Date

GRIEVANCE PROCEDURE STEPS

Step 1: Supervisor

Step 1 shall be initiated when the employee notifies their supervisor of a Grievance using this Grievance form.

Notification Date: _____

Supervisor Signature: _____ Date: _____

The supervisor shall meet with the employee within seven calendar days of the Notification Date.

Meeting Date: _____ Union notified of meeting date: ___ Yes ___ No

Result: _____ Resolved, _____ Unresolved, _____ No Response, or _____ No Meeting held

Comments:

Step 2: Grievance Committee

Step 2 shall be initiated when the employee presents the Union President or Vice President with their Grievance Form for appeal to the Grievance Committee.

Notification Date: _____

The Grievance Committee shall have 14 calendar days to determine if the Grievance should be processed further.

Grievance Committee recommends the Grievance proceed to the next step ___ Yes ___ No

If yes: Firefighter Grievances shall proceed to Step 3. Lieutenant Grievances shall proceed to Step 4.

Grievance Committee Signature: _____

Date: _____

Comments:

Step 3: Battalion Chief

Step 3 shall be initiated when the Grievance Committee submits a copy of the Grievance Form to the Battalion Chief.

Notification Date: _____

Battalion Chief's Signature: _____ Dated: _____

Battalion Chief shall meet with the employee and/or Grievance Committee Representative with seven calendar days of the Notification Date.

Meeting date: _____

Grievance Committee Representative present: ___ Yes ___ No

After the meeting, the Grievance Committee shall have seven calendar days to decide if they wish to appeal the Grievance to the Fire Chief and proceed to Step 4. During the seven day time frame, the Battalion Chief shall attempt to resolve the Grievance.

Result: ___ Resolved ___ Unresolved ___ No Response ___ No Meeting Held

Comments:

Grievance Committee Signature: _____ dated: _____

Step 4: Fire Chief

Step 4 shall be initiated when the Grievance Committee submits a copy of the Grievance Form to the Fire Chief.

Notification Date: _____

Fire Chief Signature: _____ Dated: _____

The Fire Chief may meet with the employee and Grievance Committee Representative, but shall reply to the Grievance in writing within 7 calendar days of Notification Date.

Date Reply Received: _____

After receipt of the Fire Chief's written reply, the Grievance Committee shall have 14 calendar days to decide if they wish to appeal the Grievance to the Village Manager and proceed to Step 5.

Result: ___ Resolved, or ___ Unresolved

Comments:

Grievance Committee Signature: _____ Date: _____

Step 5: Village Manager

Step 5 shall be initiated when the Grievance Committee submits a copy of the Grievance Form to the Village Manager, or his designee.

Notification Date: _____

Village Manager's Signature: _____ Date: _____

The Village Manager, or his designee, shall investigate the facts and circumstances as he deems necessary and shall reply to the Grievance in writing within 21 calendar days of the Notification Date.

Date Reply Received: _____

After receipt of the Village Manager's written reply, the Grievance Committee shall have 15 business days to if they wish to submit the Grievance to arbitration and proceed to Step 6.

Result: ___ Resolved, or ___ Unresolved

Comments:

Grievance Committee Signature: _____ dated: _____

Step 6: Arbitration

Step 6 shall be initiated when the Grievance Committee notifies the Village Manager, in writing, of their intention to submit the Grievance to arbitration.

Notification Date: _____

Village Manager's Signature: _____ Date: _____

Grievance Committee Signature: _____ Date: _____

Arbitrator selected (name): _____ Date: _____

Arbitrator's Ruling:

APPENDIX "G"
GROUP HEALTH AND MEDICAL INSURANCE

Hospitalization:

The Village agrees to maintain in full force and effect for the life of this Agreement, a health insurance benefits program for full-time employees. The Village agrees to pay any and all increases in premiums for the current benefits program during the term of this Agreement. Notwithstanding anything contained herein, the Village may alter its health insurance plans to meet the requirements of the Patient Protection and Affordable Care Act ("Act") (including by example, but without limitation, the imposition of a tax on the Village due to the amount paid by the Village for its health plan as so-called "Cadillac" plan.) The Village retains the option to obtain alternative health coverage that is substantially similar to the existing plan in an effort to reduce costs and avoid the "Cadillac" tax. If the Village is unable to obtain an alternative health insurance plan to avoid the tax the Village and the Union shall meet to bargain over the opportunities to avoid the "Cadillac" tax.

Further it is expected that under this Act, beginning in 2014, various federal health care reform mandates may impact the Village's existing health insurance care plans, and certain health insurance exchanges shall be offered as an alternative to the Village's existing health care plan. The Village and the Union shall meet to bargain over the alternative coverage and the applicable federal health care mandates on the Employer's existing health insurance plan and the costs related hereto.

Each employee, upon becoming eligible for the above coverage, shall receive a policy and descriptive literature describing the health insurance benefits and the procedures for utilizing them. Employee's contribution towards the insurance benefits program shall be as follows:

Employees have the choice to choose from a PPO plan with a specific deductible or HMO with specific co-pay levels:

Effective Date	Coverage Type/Co-Pay Type	PPO (\$300/\$900) Plan \$300 single deductible \$900 family deductible	HMO (\$25/\$75) Plan	PPO (\$500/\$1500) Plan \$500 single deductible \$1500 family deductible	HMO (\$25/\$100) Plan
January 1, 2019	Single	\$153.00	\$153.00	\$134.49	\$134.49
	Single Discount (10%)*	\$137.70	\$137.70	\$121.04	\$121.04
	Single +1	\$276.00	\$276.00	\$245.00	\$245.00
	Single +1 Discount (20%)*	\$220.80	\$220.80	\$196.00	\$196.00
	Family	\$336.00	\$336.00	\$295.34	\$295.34
	Family Discount (30%)*	\$235.20	\$235.20	\$206.74	\$206.74
	Doctor Co-pay	\$25.00	\$25.00	\$25.00	\$25.00
	Specialist Doctor Co-pay	\$40.00	\$50.00	\$40.00	\$50.00
	Emergency Room Visit Co-Pay	\$75.00	\$75.00	\$75.00	\$100.00
	*Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.				

Effective Date	Coverage Type/Co-Pay Type	PPO (\$300/\$900) Plan \$300 single deductible \$900 family deductible	HMO (\$25/\$75) Plan	PPO (\$500/\$1500) Plan \$500 single deductible \$1500 family deductible	HMO (\$25/\$100) Plan
January 1, 2020	Single	\$160.65	\$145.35	\$141.21	\$127.77
	Single Discount (10%)*	\$144.59	\$130.82	\$127.09	\$114.99
	Single +1	\$289.80	\$262.20	\$257.25	\$232.75
	Single +1 Discount (20%)*	\$231.84	\$209.76	\$205.80	\$186.20
	Family	\$352.80	\$317.52	\$310.11	\$280.57
	Family Discount (30%)*	\$246.96	\$222.26	\$217.08	\$196.40
	Doctor Co-pay	\$25.00	\$25.00	\$25.00	\$25.00
	Specialist Doctor Co-pay	\$40.00	\$50.00	\$40.00	\$50.00
	Emergency Room Visit Co-Pay	\$75.00	\$75.00	\$75.00	\$100.00
	*Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.				

Effective Date	Coverage Type/Co-Pay Type	PPO (\$300/\$900) Plan \$300 single deductible \$900 family deductible	HMO (\$25/\$75) Plan	PPO (\$500/\$1500) Plan \$500 single deductible \$1500 family deductible	HMO (\$25/\$100) Plan
January 1, 2021	Single	\$168.68	\$145.35	\$148.28	\$127.77
	Single Discount (10%)*	\$151.81	\$130.82	\$133.45	\$114.99
	Single +1	\$304.29	\$262.20	\$270.11	\$232.75
	Single +1 Discount (20%)*	\$243.43	\$209.76	\$216.09	\$186.20
	Family	\$370.44	\$317.52	\$325.61	\$294.60
	Family Discount (30%)*	\$259.31	\$222.26	\$227.93	\$206.22
	Doctor Co-pay	\$25.00	\$25.00	\$25.00	\$25.00
	Specialist Doctor Co-pay	\$40.00	\$50.00	\$40.00	\$50.00
	Emergency Room Visit Co-Pay	\$75.00	\$75.00	\$75.00	\$100.00
	*Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.				

Monthly premium costs paid by employees shall be paid twice per month up to 24 times per year. The co-pay amounts for employees apply to both the PPO/indemnity and HMO insurance programs. Employees who participate in the HMO shall receive insurance coverage as dictated by the HMO provider.

The co-payment level is established at 70 percent employer paid and 30 percent employee paid for services rendered outside of the Preferred Provider Network (PPO) in place at the time. The co-payment level is established at 90 percent employer paid and 10 percent employee paid for services rendered by a service provider who participates in the PPO.

The Village of Mount Prospect shall be allowed to raise the maximum out-of-pocket expenses to the following:

Two percent of the employee's pensionable pay for single coverage and four percent of the employee's pensionable pay for family coverage. The maximum out of pocket levels shall be

established as illustrated in Exhibit D1.

Wellness Participation Rewards

The Village shall offer the biometric blood draw annually and employees may participate in the blood draw scheduled at the Village or at approved remote locations. Human Resources has the listing of the approved remote locations, in the instances when the employee and spouse cannot directly participate in the blood draw scheduled at the Village. Spouses must also participate in the biometric testing and meet the criteria established in order to qualify for the wellness insurance premium discount.

Employees and spouses participating in the Village’s health insurance plans must annually complete the biometric blood draw and health risk assessment(s) to be eligible for the wellness insurance premium discount. The biometric blood draw consists of at least a 37-panel evaluation (including coronary risk assessment, blood count, and chem-screen profile), blood pressure screening, waist circumference, and height and weight measurements. The purpose of the biometric test and health risk assessment is to alert participants at an early stage of possible health issues and to prevent the issues from becoming catastrophic illnesses. The results are strictly confidential.

The Village shall not have any information as to what areas any employee or spouse may be deemed to be in an unhealthy range nor shall the Village have any knowledge of any treatment. The information the Village shall receive is only aggregate data if the participants meet the healthy range criteria.

Wellness discounts shall apply annually provided the criteria above are met. The discounts shall be applied to monthly insurance premium charges in the following amounts:

Effective Date (Health Insurance Plan Year)	Single Coverage	Single +1 Coverage	Family Coverage
1/1/2019	10%	20%	30%
1/1/2020	10%	20%	30%
1/1/2021	10%	20%	30%

If an employee has single +1 or family coverage they would not be eligible for a single coverage discount if only the employee participated in the biometric program.

PPO Prescription Drug Card

The prescription co-payment amounts shall be as follows:

Effective Date	Generic Prescription	Formulary Brand Prescription	Non-Formulary Brand Prescription
1/1/2019	\$20.00	\$50.00	\$85.00
1/1/2020	\$20.00	\$50.00	\$85.00
1/1/2021	\$20.00	\$50.00	\$85.00

HMO Prescription Drug Card

The prescription co-payment amounts shall be as follows:

Effective Date	Generic Prescription	Formulary Brand Prescription	Non-Formulary Brand Prescription
1/1/2019	\$20.00	\$50.00	\$85.00
1/1/2020	\$20.00	\$50.00	\$85.00
1/1/2021	\$20.00	\$50.00	\$85.00

General Prescription Drug Card Information (applicable to both PPO and HMO plans)

Mail order drug prescriptions shall be available to employees to purchase up to a 90 day supply with the employee paying the appropriate co-pay amount that corresponds to the classification of the prescription be it generic, non-formulary, or formulary. All mail order prescription drugs shall be paid by the employee in an amount of 2 times the appropriate prescription co-pay level depending on the classification of the prescription drug ordered (generic, formulary, non-formulary, or specialty).

Prescription drugs that are considered Specialty drugs as determined by the prescription drug benefits manager shall have a \$350 co-payment amount. Prior to submitting a specialty drug prescription for payment the prescription must be pre-authorized. If the prescribed drug is determined to be a maintenance and non-elective drug the co-payments that corresponds to the classification of the prescription be it generic, non-formulary, or formulary shall apply and not the \$350 co-payment amount.

The Employer has the discretion to select insurance carriers, provided that benefits are similar to those benefits in effect as of execution.

Exhibit D1 – Health Insurance

Maximum Out of Pocket Rates – 2019 – 2021

Wage Range		2%	4%
		Single	Family
\$20,000	\$29,999	\$600	\$1,200*
\$30,000	\$39,999	\$800	\$1,600
\$40,000	\$49,999	\$1,000	\$2,000
\$50,000	\$59,999	\$1,200	\$2,400
\$60,000	\$69,999	\$1,400	\$2,800
\$70,000	\$79,999	\$1,600	\$3,200
\$80,000	\$89,999	\$1,800	\$3,600
\$90,000	\$99,999	\$2,000	\$4,000
\$100,000	\$109,999	\$2,200	\$4,400
\$110,000	\$119,999	\$2,400	\$4,800

*PPO \$500/\$1500 Health Insurance Plan Family Maximum Out of Pocket is \$1,500.

APPENDIX "H"

ELECTION TO ARBITRATE DISCIPLINARY ACTION

In accordance with Section 13.3 of the contract currently effective between the Village and the Union, the undersigned Grievant, with the approval of the union, elects to appeal the disciplinary action assessed against him/her to arbitration. In doing so, the undersigned understands that:

- (1) His/her grievance, unless otherwise settled, will be heard and determined by an arbitrator selected in accordance with Step 6;
- (2) He/she is waiving any and all rights to appeal of the decision by the Board of Fire and Police Commissioners of the Village of Mount Prospect, provided by to the Illinois Municipal Code 65 ILCS 5/10-2.1-17 and Administrative Review Act, 735 ILCS 5/3-101, *et seq.* The decision by the arbitrator shall be final and binding subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act as provided by §8 of the IPLRA, 5 ILCS 315/8.

APPEAL TO ARBITRATION APPROVED:

EMPLOYEE

PRESIDENT, LOCAL 4119 IAFF

DATE: _____

DATE: _____

APPENDIX "I"

OUTSIDE EMPLOYMENT REQUEST

I _____ am requesting approval for outside employment with the below-name
(Print Name)
organization:

_____ Organization	_____ Employment Status (F/T or P/T)
_____ Type of Industry	_____ Days of the week to be worked
_____ Job Title	_____ Hours to be worked per day
_____ Supervisor	_____ Address of Business
_____ Salary – Hourly Rate/Annual Income	_____ Phone Number

I am aware of the fact that approval will be based on the fact that said employment will not interfere with my effectiveness, physical well-being, or be in conflict of interest with my current position with the Village of Mount Prospect.

_____ Employee Signature	_____ Date
_____ Director Approval	_____ Date
_____ Village Manager Approval	_____ Date

APPENDIX "J"

(50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.
(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points. (Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the

test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

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

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

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

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.
(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to

any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates. The review sessions shall be at no cost to the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 97-352, eff. 8-12-11.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on

subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC may charge reasonable fees that are related to the costs of administering authorized programs and conducting classes, including without limitation the costs of monitoring programs and classes, to the following: (i) applicants for certifications or recertifications, (ii) recipients of certifications or recertifications, and (iii) individuals and entities approved by the JLMC to conduct programs or classes.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a

promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

(1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and

(2) submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office.

(Source: P.A. 97-174, eff. 7-22-11.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)

Sec. 900. (Amendatory provisions; text omitted).

(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 93-411, eff. 8-4-03.)

APPENDIX “K”

MOUNT PROSPECT FIRE DEPARTMENT
STANDARD OPERATIONS GUIDELINES

Personal Time
SOG 1102 – 06/19R

Purpose:

To explain the intention of and process for requesting/utilizing personal time.

Scope:

These guidelines apply to all Fire Department personnel.

Guidelines:

Administration and Fire Prevention Bureau Personnel:

Administration and Fire Prevention Bureau personnel shall refer to the Village’s Employee Handbook (Section V – Compensation and Benefits) for guidelines regarding the use and accrual of personal time.

24-Hour Shift Personnel:

All 24-hour shift personnel shall accrue forty-eight (48) hours of personal time available for use each calendar year. Personal time shall not be carried over from one calendar year to the next. Therefore, at the end of each calendar year any unused personal time shall be converted to sick leave time.

The following guidelines shall govern the use of personal time by all 24-hour shift personnel:

1. Employees who need to take personal time off from work shall attempt to notify the on-duty Shift Commander prior to the start of their scheduled shift, and no later than 0630. If, due to unanticipated circumstances, the request cannot be submitted prior to 0630 the Shift Commander will approve the time off but these requests will be subject to review by the Deputy Chief and any abuse of the Personal Time policy will be subject to disciplinary action. Provided, however, if an employee calls in after the start of the shift (0800) to extend the use of time-off benefits for that shift, time-off will only be granted to complete the remainder of the scheduled shift.
2. Requests for personal time shall be submitted no earlier than 30 days prior to the requested date of use. Requests received within the 30 day period shall be on a first come, first served basis.
3. Personal time shall be a minimum of one hour and must be taken in full hour increments. The number of hours requested will be recorded as the number of hours used (i.e. an employee cannot request eight hours and then only use two hours).

4. Requests for Personal Time shall not be denied except in the case of a declared Village wide emergency.
5. No requests for personal time will be accepted after the Chief has authorized the hiring back of personnel to provide additional staffing for extraordinary threats to the safety and security of the Village and/or fire department personnel.
6. During an employee's approved absence, he/she will not be entitled to extra pay for any reason. For example, an employee taking personal time will not receive callback pay if he/she comes in for a callback.
7. If an employee returns to duty after having taken personal time, he/she must report to work in the same manner as he/she normally would at the beginning of his/her shift.

Attachments: None

Forms: None

Exhibits: Village of Mount Prospect Employee Handbook

